

**Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Medical Assistance Payment Provisions

- A. The Department will reimburse the Contractor for Covered Services provided pursuant to the requirements in Exhibit A to this contract, based upon a fee schedule developed by the Department and specified in the approved Medicaid State plan and waivers.
- B. Contractor shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC). Providers that submit claims to Contractor or DHCS for covered services shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC).

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D which is attached hereto as part of this Contract.

- A. Federal Budget

If federal funding for Federal Financial Participation (FFP) reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.
- B. Delayed Federal Funding

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to members in the event that there is likely to be a delay in the availability of federal funding.

3. Contractor Claims and Federal Financial Participation

- A. Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement for any covered services, utilization review and quality assurance (UR/QA), Medi-Cal Administrative Activities and/or administrative costs. The Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities, including the requirements in Welfare and Institutions (W&I) Code, section 14184.403.

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- B. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year.

4. Audits and Recovery of Overpayments

- A. In the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial. The Department will involve the Contractor in developing the response to any draft federal audit reports that directly impact the county.
- B. Whenever there is a final state or federal audit exception, the Department may use any recovery methods available under the law, not limited to W&I Code, Sections 14124.24, 14176, 14177, 14707, 14718, and Government Code section 12419.5, to offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
 - 1) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the Contractor.
 - 2) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant to 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.
- C. Pursuant to title 42 of the Code of Federal Regulations (C.F.R.) section 438.602, data submitted to the Department are subject to audit in the manner and form prescribed by the Department. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. Any audit of Contractor's data shall occur within three years of the date of receipt by the Department with signed certification by the Contractor's Behavioral Health Director or an individual who has delegated authority to sign for and reports directly to the Contractor's Behavioral Health Director. A signature is required before the data will be considered final. For purposes of this section, the data shall be considered audited once the Department has informed the Contractor in writing of its intent to make adjustments or once the

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Department has informed the Contractor in writing of its intent to close the audit.

- D. If the adjustments result in the Department owing payments to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

- A. Pursuant to W&I Code section 14184.403, claims for Medicaid reimbursement shall comply with eligibility and service requirements under applicable federal and state law.
- B. The Contractor shall certify that any funds transferred to the Department by the Contractor qualify for FFP pursuant to 42 C.F.R. section 433.51, any other applicable federal Medicaid laws, and the CalAIM Special Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue relating to patient care or other revenue received from federal health care programs to the extent that the program revenue is not obligated to the State as the source of funding.

The Contractor shall certify each claim submitted to the Department in accordance with 42 C.F.R. sections 438.604, 438.606, 438.608, and 455.18, as applicable, and any additional claiming parameters specified in Department guidance. The Contractor's Behavioral Health Director or an individual with authority delegated by the Behavioral Health Director shall sign the certification, declaring under penalty of perjury that, to the best of their knowledge and belief, the claim in all respects is true, correct, and in accordance with the law and meets the requirements of 42 C.F.R. sections 438.604 and 438.606. The Contractor shall have mechanisms that support the Behavioral Health Director's certification, including the certification that the services for which claims were submitted were provided to the member. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R., section 438.604.

- C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or

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state privacy laws or regulations and certified by the Contractor in accordance with 42 C.F.R., Section 438.604, 438.606, and 455.18 shall be processed for adjudication.

- D. If the Department or the Contractor determines that changes must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

6. Payment Data Certification

The Contractor shall certify the data it provides to the Department to be used in determining payment to the Contractor, in accordance with 42 C.F.R. sections 438.604 and 438.606.

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for payment of covered services, the Contract may be amended as needed to address the changes in accordance with Exhibit E.

8. Administrative Reimbursement

- A. Contractor may submit claims for administrative expenditures under the following subsections, as applicable. For any given administrative expenditure, Contractor may submit a claim under only one of the following subsections.
- B. {SMHS only} Mental Health Medi-Cal Administrative Activities
- 1) The Contractor may submit claims for reimbursement of Mental Health Medi-Cal Administrative Activities (MHMAA) pursuant to W&I Code section 14132.47 and the MHMAA Implementation Plan. The Contractor shall not submit claims for MHMAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MHMAA that are not

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consistent with the Contractor's approved Medi-Cal Administrative Activities claiming plan. The Contractor shall not use the relative value methodology to report its MHMAA costs on the final annual MHMAA claim.

- 2) Claims for reimbursement of MHMAA may be submitted to the Department on a quarterly basis. The Contractor shall submit a final annual claim for costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments with the final annual claim. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claim, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. 433.316. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claim, the Department shall make an adjusting payment to the Contractor. The Contractor may e-mail DHCS at MHMAA@dhcs.ca.gov to request the MHMAA invoice template.

C. {DMC and DMC-ODS only} County-Based Medi-Cal Administrative Activities

Certain administrative activities may qualify for reimbursement as County-Based Medi-Cal Administrative Activities (CMAA) pursuant to W & I Code section 14132.47 and applicable Department guidance.

D. Administrative Costs and Utilization Review /Quality Assurance

- 1) Administrative costs that are not claimed under subsection B or C above shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medical Assistance Program Cost Allocation Plan and shall be limited to:
 - i. 10 percent of the total approved and paid claims to the Contractor for Medicaid Children's Health Insurance Program (MCHIP) services; and
 - ii. 15 percent of the total approved and paid claims to the Contractor for other medical assistance.

The cost of performing UR/QA activities shall be reimbursed separately and shall not be included in administrative costs.

- 2) The Contractor may submit claims for reimbursement of Administrative Costs and UR/QA costs to the Department on a

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quarterly basis. The Contractor shall submit a final annual claim for administrative costs and UR/QA costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments for administrative costs and UR/QA costs with the final annual claims. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claims, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. Part 433, Subpart F. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claims, the Department shall make an adjusting payment to the Contractor.

- 3) The Contractor shall use the appropriate claiming forms for this Contract:
 - i. {Integrated Contracts (DMC-ODS and DMC counties)} MC 1982 B-1 for administrative costs and the MC 1982 C-1 for UR/QA costs. The Contractor may claim administrative and UR/QA costs for SMHS and SUD services on a single form.
 - ii. {Standalone SMHS Contracts} MC 1982 B for administrative costs and MC 1982 C for UR/QA costs.
 - iii. {Standalone DMC and DMC-ODS Contracts (incl. PHC Model)} MC 5312 for administrative costs and DHCS 5311 for UR/QA costs.
- 4) {DMC only} If, while completing the UR/QA requirements under this Contract, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and

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directly supporting staff meet the criteria set forth in 42 C.F.R.
432.50(d)(1).

9. {DMC-ODS PHC Model only} Subcontractor Reimbursement

A. General Requirement.

- 1) Except for services provided by an Indian Health Care Provider and Community Based Mobile Crisis Intervention Services, the Contractor shall reimburse the subcontractor the Total Per Utilizer Per Month (PUPM) rate contained in Exhibit B, Section 10, subject to later reconciliation against actual allowable costs, as described in this section.
- 2) The Contractor shall reimburse the subcontractor for services provided by Indian Health Care Providers pursuant to Behavioral Health Information Notice (BHIN) 22-053.

B. Interim Reimbursement to the Subcontractor

- 1) The Contractor shall pay the subcontractor an interim PUPM rate for each month a Medi-Cal beneficiary receives at least one DMC-ODS service, including Narcotic Treatment Program (NTP) services. The PUPM rate shall be the amount specified in Exhibit B, Section 10. The payment period for DMC-ODS services shall commence on the first day of operations, as determined by DHCS.
- 2) DHCS shall reimburse the Contractor, on an interim basis, the Medical Assistance PUPM rate contained in Exhibit B, Section 10 for each beneficiary who receives at least one DMC-ODS service, including NTP services, in a single month. DHCS shall also reimburse the Contractor, on an interim basis, the Contractor's actual allowable costs for administration and UR/QA.

C. Reconciliation

- 1) By December 31st following the close of each fiscal year, the Contractor shall submit a PUPM Reconciliation Report in a form and manner prescribed by DHCS. The PUPM Reconciliation Report shall calculate the final PUPM rate payments based upon actual allowable costs for the reporting fiscal year.
- 2) Payments made, on an interim basis, by the Contractor to the subcontractor at the interim Medical Assistance PUPM rate shall be reconciled to the subcontractor's actual allowable costs. Interim

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payments made to the Contractor for administration and UR/QA shall be reconciled to the Contractor's actual allowable costs.

- 3) For any amount recouped from the subcontractor pursuant to the reconciliation described in paragraph 2, PUPM Reconciliation Report, Contractor shall return to DHCS the federal and state share of the amount recouped from the subcontractor using the allocation percentages assigned to each beneficiary's aid code group.
- 4) The Contractor shall make additional payments to the subcontractor if the final PUPM rate payments exceed the interim PUPM rate payments or recoup funds from the subcontractor if the interim PUPM rate payments exceed the final PUPM rate payments. The additional payment or recoupment shall equal the difference between the final PUPM rate and the interim PUPM rate multiplied by the total monthly utilizers.
- 5) DHCS shall reimburse the Contractor the Medical Assistance PUPM rate based on a reconciliation of Medical Assistance PUPM payments, encounter data, and subcontractor payments to network providers.

10. {DMC-ODS PHC Model only} PUPM Rate Tables

- A. "PUPM rate" means the per utilizer per month rate for a Medi-Cal beneficiary who receives at least one DMC-ODS service, including NTP services, in a single month. The Contractor shall reimburse the subcontractor the Total PUPM Rate listed on the MedCCC page on the DHCS website.
- B. If DHCS creates a new aid code that is split or derived from an existing aid code covered under this Agreement, and the aid code has a neutral revenue effect for the Contractor, then the split aid code will automatically be included in the same aid code group as the original aid code covered under this Agreement. Contractor agrees to continue providing DMC-ODS services to Medi-Cal beneficiaries at the monthly PUPM rate specified for the original aid code. DHCS shall confirm all aid code splits, and the rates of payment for such new aid codes, in writing to the Contractor as soon as practicable after such aid code splits occur.
- C. DHCS shall approve the PUPM rate for the initial implementation period or the Agreement effective date. The Contractor shall make a redetermination of the PUPM rate after a minimum of 18 months from the effective date of the Agreement, which shall be subject to DHCS review and approval. All payments and rate adjustments are subject to

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appropriations of funds by the state legislature and approval by the California Department of Finance. Further, all payments are subject to the availability of federal congressional appropriation of funds.