

**EXHIBIT B: HOUSING SUPPORT PROGRAM
TERMS AND CONDITIONS OF PAYMENT**

I. BASIS FOR REIMBURSEMENT

In return for the services described in Exhibit A, County shall reimburse Contractor based on all of the following criteria:

1. The number of clients referred and pre-approved at the Level of care specified in Section II below by the Health Care Services Agency (HCSA) Office of Homeless Care and Coordination (OHCC), receiving services in each of Contractor's facilities at the rate specified in Section II below per client per month; and
2. HCSA OHCC-approved client Level of care and supplemental supports (such as pre-approved electronics purchases) and/or services provided to clients in each of Contractor's facilities.
3. Claims for units damaged by HSP occupant. Upon discovery of damage caused by an occupant, Contractor may request reimbursement to repair such damage by following the process set forth in this section. Contractor will notify HCSA OHCC Staff of damage caused by HSP occupant. The notification must include a summary of damage and approximate cost of repairs. Damage claim submissions must be requested in writing and include both itemization of damages and accompanying receipts for reimbursement requests. Reimbursement will not exceed \$4,000 per occupant per year. Pending review and written approval by HCSA OHCC, damage reimbursement will be included in Contractor's regular monthly invoice payment. Approval of any damage claim request is at the sole discretion of HCSA OHCC.

II. METHOD OF REIMBURSEMENT

County shall reimburse Contractor once per month upon receipt of a properly submitted monthly HSP Provider Claim/ Service Report certifying the extent of performance under this Agreement. Contractor will be paid full approved rate regardless of length of time a referred and approved client occupies a bed in a given month. Contractor will be paid based on the monthly rates below for every HSP client that is referred and approved by the County requiring a specific HSP Level of care:

- Level 1: \$1,035.00
- Level 2: \$2,070.00
- Level 3: \$3,105.00

In addition to the once monthly reimbursement payment described in the preceding paragraph, County shall allow a maximum of two supplemental invoices per fiscal year for the following:

1. Rate Differential: If the approved rates for services are increased during the term of the contract, Contractor may submit a supplemental invoice for reimbursement of the

difference in the rate previously reimbursed by County and the newly approved rate for all services previously reimbursed and subject to the rate increase.

2. Missed Billings: In the fourth quarter of the fiscal year, Contractor may submit a supplemental invoice for all services performed during the fiscal year that were not previously billed to County.

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

III. REIMBURSEMENT DISALLOWANCE

In the event Contractor claims and receives payment from County for a service, for which reimbursement is later disallowed by the County or the State of California or the United States Government, Contractor shall promptly refund the disallowed amount to County on request. At its option, County may offset the amount disallowed from any payment due, or to become due, to Contractor under this Agreement or any other contract.

IV. WITHHOLDING PAYMENT/SANCTION POLICY

County may withhold payment if Contractor fails to submit acceptable reports, data, audits, attestation reports, 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 ACBH.