

EXHIBIT B

TERMS AND CONDITIONS OF PAYMENT

TYPE OF CONTRACT: FEE FOR SERVICE

Contractor will be paid on a daily fee-for service-bed-day-rate based on utilization by individuals referred by Probation and/or Behavioral Health and Recovery Services. Reimbursement is provided at the point of admission and ends at discharge from housing.

The Department projects that financial assistance to eligible individuals may range from 100% assistance initially to decreasing amounts of financial assistance as individuals become more self-sufficient in the community (obtain job, etc.) Projected costs are \$600-\$1,240/month per individual, dependent upon the level of services provided at the SLE site.

The following is a standardized funding schedule for all individuals who are determined to need financial support, unless specific individual agreements are made with the Probation Department and/or Behavioral Health and Recovery Services:

Probation and BHRS: Substance Use Services

- Month 1: One-time \$300 Administration Fee
- Months 1-4: County pays 100%, no client co-pay (not to exceed \$1,240/month)
- Months 5-8: County pays 75%, client co-pay 25% (not to exceed \$930/month)
- Months 9-12: County pays 50%, client co-pay 50% (not to exceed \$620/month)

Projected Units and Rates of Service are:

Projected Units of Service	Unit Description
Units @ \$300	One-time Administration Fee
Units @ \$40 per Day	Day 1 through Day 122
Units @ \$30 per Day	Day 123 through Day 244
Units @ \$20 per Day	Day 245 through Day 365

BHRS: Proposition 47 Grant

Units @ \$23.33 per Day – Up to \$700/month [no maximum number of months]

BHRS: Felony IST Diversion

Units @ \$40.00 per Day – Up to \$1,200/month [maximum of two months per participant]

Claims Submission and Re-Submission

1. Invoices and applicable supporting documentation are due by the 10th of the month for services delivered the preceding month.
2. 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 Marin WITS, as applicable, and on a template provided and/or agreed to by the County) for services delivered to the County's satisfaction. Contractor will be reimbursed the negotiated unit of service rate for all approved claims. Final settlement will be the total of approved claims times the negotiated Fee for Service rate, up to the contract maximum.
2. Contractor will be reimbursed on a Net 1 basis.
3. 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.

Monitoring and Reporting

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 to the Marin County Division of Behavioral Health and Recovery Services for management information and planning purposes.
3. Annual Cost Reports 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.

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 receipt of federal funds.
 - 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.