

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF BEHAVIORAL HEALTH**

**Grant Agreement  
Between**

Behavior Management Systems  
350 Elk Street  
Rapid City, SD 57701

Referred to as Grantee

State of South Dakota

Department of Social Services  
DIVISION OF BEHAVIORAL HEALTH  
700 Governors Drive  
Pierre SD 57501-2291

Referred to as State

The State hereby enters in to an agreement for an award of (Federal) and/or (State) financial assistance to a subrecipient.

1. GRANTEE'S South Dakota Vendor Number is 12030341; and Grantee's Dun & Bradstreet Universal Numbering System (DUNS) Number is 37652864.
2. PERIOD OF PERFORMANCE:
  - A. This agreement shall be effective as of June 1, 2014 and shall end on May 31, 2015, unless sooner terminated pursuant to the terms hereof.
  - B. This agreement is exempt from the request for proposal process.
3. BASIS FOR CONTRACT AMOUNTS:  
This grant is made for the purpose of providing supports for adults that are "suffering from serious mental illness and/or suffering from serious mental illness and from substance abuse and are at imminent risk of becoming homeless".

	Rental	Mental Health	
	A.	B.	Total
Amount provided by State/Grantor is	\$8,000.00	\$93,535.00	\$101,535.00
Amount matched by Grantee	\$ 2,666.00	\$31,178.00	\$ 33,844.00
Total Grant Amount	\$10,666.00	\$124,713.00	\$135,379.00

Dollars provided by State/Grantor consist of the following:

Non-Federal State dollars \$

Federal CFDA #	93.150	\$8,000.00	\$93,535.00	\$101,535.00
Grant Name	Projects for Assistance in Transition from Homelessness			
Agency/Office	US Department of Health & Human Services, Substance Abuse & Mental Health Services Administration			

4. PROVISIONS (add an addendum if needed):

A. The Grantee agrees to:

1. This agreement will involve Protected Health Information (PHI).

If PHI is involved, a Business Associate Agreement (Exhibit A) is attached and fully incorporated herein as part of the agreement.

2. One-Time Rental and Security Deposit Assistance

- a. Make payment directly to the landlord for one-time rental assistance and/or security deposits on behalf of eligible adults;
- b. Utilize an accounting method that will separately identify rental assistance payments, security deposits, and funds received from returned security deposits;
- c. Utilize any funds received from returned security deposits to establish a local on-going rental/security deposit assistance fund that will not need to be matched in the future;
- d. Adopt the DBH model policy (Attachment #2) for use of PATH One-Time Security Deposits and Rental Assistance funds;
- e. Provide documentation to substantiate the provision of \$1.00 local match funds for each \$3.00 of federal funds expended;
- f. Submit a FISCAL REPORT (Attachment #1), detailing the monthly expenditures by July 9, 2014; August 11, 2014; September 09, 2014; October 9, 2014; November 11, 2014; December 9, 2014; January 9, 2015; February 10, 2015; March 10, 2015; April 9, 2015; May 11, 2015; and June 4, 2015; and
- g. Submit QUARTERLY REPORTS into the PATH PDX system by July 15, 2014; October 15, 2014; January 15, 2015; April 15, 2015; and July 15, 2015.

3. Mental Health Services

The grantee will provide outreach services designed to:

- a. Identify individuals with a serious mental illness and/or who are dually diagnosed with mental illness and drug or alcohol disorders, who are currently not served or underserved by mainstream providers and assist in linking with appropriate services;
- b. Establish and maintain relationships with key community agencies and leaders and provide information to assist in identifying target individuals and assist them in making timely and appropriate referrals to the outreach worker;
- c. Work with community leaders, agencies, and tribal government to advocate for and assist in the development of decent, safe, affordable, accessible, permanent and integrated housing for individuals with disabilities; and,
- d. Work with the local service agencies and landlords to help educate them on the specific needs of homeless mentally ill individuals.

Services under this grant will be provided by an outreach coordinator as reflected in the Line Item Budget of the Intended Use Plan. This person will be responsible for working with community agencies and leaders in the identification of targeted individuals and linking them with and engaging them in appropriate services. The case workers will provide direct assistance to individuals to assist in obtaining and maintaining safe housing and the other critical supports necessary to live in an integrated community setting.

Individuals receiving services through PATH resources will be referred for substance abuse treatment/support as needed. An assessment will be conducted and on-going coordination with the identified provider will be maintained. Education related to mental illness and the corresponding impairments will be made available to treatment providers. Linkages for the improvement of services to the mentally ill homeless include but are not limited to Career Learning Center, substance abuse providers, Indian Health Services, The Mission, Healthcare for the Homeless, Social Security, etc.

B. The State agrees to:

1. One-Time Rental and Security Deposit Assistance

- a. Make payment for Rent/Deposit to the Grantee after receipt and approval of the monthly reports.
  - b. Maximum amount to be paid is identified in paragraph 2A.
  - c. Documentation including rental and security deposit receipts is required and must be kept on file with the agency.
2. **Mental Health Services**
- a. Monthly reimburse the grantee for actual costs incurred upon receipt and approval of the monthly reports (Attachment #1). Attachment #1 must include an itemized description of any Equipment, Supplied, Contractual Services, or Other items.
  - b. Documentation is required for reimbursement and must be maintained and kept on file to support reimbursement requests identified in Attachment #1.
    - i. Required documentation for Personnel, Benefits, and Staff time must include identification of the method of allocation which could include time study or staff logs.
    - ii. Required documentation for Equipment, Supplied and Contractual Services must include receipts and documentation regarding the method of cost allocation if applicable. Maximum amount to be paid is identified in paragraph 2B.
5. **PROPERTY MANAGEMENT STANDARDS:**  
The Grantee agrees to observe Federal Government uniform standards governing the Utilization of property whose cost was charged to a project supported by a Federal grant.
6. **TECHNICAL ASSISTANCE:**  
The State agrees to provide technical assistance regarding Department of Social Services' rules, regulations and policies to the Grantee and to assist in the correction of problem areas identified by the State's monitoring activities.
7. **LICENSING AND STANDARD COMPLIANCE:**  
The Grantee agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Grantee's failure to ensure the safety of all individuals served is assumed entirely by the Grantee.
8. **ASSURANCE REQUIREMENTS:**  
The Grantee agrees to abide by all applicable provisions of the following assurances: Federal Funding Accountability and Transparency Act (FFATA), Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, and American Recovery and Reinvestment Act of 2009 as applicable.
9. **RETENTION AND INSPECTION OF RECORDS:**  
The Grantee agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other, and other information records necessary for reporting and accountability required by the State. The Grantee shall retain such records for six years following termination of the agreement. If such records are under pending audit, the Grantee agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Grantee's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Grantee's established record retention policies.

All payments to the Grantee by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this agreement shall be returned to the State within thirty days after written notification to the Grantee.

10. WORK PRODUCT:

Grantee hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, State Data, End User Data, Personal Health Information, and all information contained therein provided to the State by the Grantee in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Grantee without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Grantee agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

11. AUDIT REQUIREMENTS:

For nonprofit sub-recipients if the total of all Department of Social Services funding is greater than \$500,000 during the Grantee's fiscal year, the Grantee agrees to submit to the State a copy of an annual entity-wide, independent financial audit. The audit shall be completed and filed with the Department of Social Services by the end of the fourth month following the end of the fiscal year being audited. The audit should be sent to:

Department of Social Services  
Provider Reimbursements and Audits  
700 Governors Drive  
Pierre, SD 57501

For nonprofit sub-recipients if federal funds of \$500,000 or more have been expended by the Grantee during the Grantee's fiscal year the audit shall be conducted in accordance with OMB Circular A-133 by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following the end of the fiscal year being audited. For an A-133 audit, approval must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit  
A-133 Coordinator  
427 South Chapelle  
% 500 East Capitol  
Pierre, SD 57501-5070

For either an entity-wide, independent financial audit or an A-133 audit, the Grantee assures resolution of all interim audit findings. The Grantee shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the Department or its' contractor(s) may perform.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely satisfied.

12. COST PRINCIPLES:

Grantee agrees to comply in full with the applicable cost principles as outlined in OMB Circulars A-21 (Cost Principles for Educational Institutions), A-87 (Cost Principles for State, Local, and Indian Tribal Governments), or A-122 (Cost Principles for Non-Profit Institutions). Grantee agrees to establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

13. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

14. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

15. AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

16. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

17. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

18. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or renderunenforceable any other provision hereof.

19. IT STANDARDS:

Grantee warrants that the software and hardware developed or purchased for the state will be in compliance with the BIT Standards including but not limited to the standards for security, file naming conventions, executable module names, Job Control Language, systems software, and systems software release levels, temporary work areas, executable program size, forms management, network access, tape management, hosting requirements, administrative controls, and job stream procedures prior to the installation and acceptance of the final project. BIT standards can be found at <http://bit.sd.gov/standards/>.

20. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

21. SUBCONTRACTORS:

The Grantee will not use subcontractors to perform work under this agreement without the express prior written consent of the State. The State reserves the right to reject any person from the contract presenting insufficient skills or inappropriate behavior.

The Grantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Grantee will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Grantee is required to assist in this process as needed.

22. HOLD HARMLESS:

The Grantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

23. INSURANCE:

Before beginning work under this Agreement, the Grantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Grantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Grantee agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Grantee shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

The Grantee shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

The Grantee shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

The Grantee shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Grantee agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000.

24. CONFLICT OF INTEREST:

Grantee agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

25. TERMS:

By accepting this agreement, the Grantee assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written Approval by the State shall be in violation of the terms of this agreement, and the agreement shall be subject to termination.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Grantee certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Grantee further agrees that it will immediately notify the State if during the term of this Agreement its principals become subject to

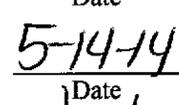
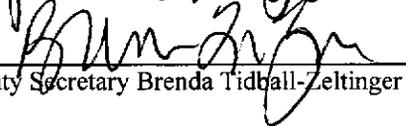
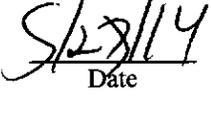
debarment, suspension of ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

24. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Grantee by the State. Grantee acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Grantee shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Grantee is held to the same standard of caring in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Grantee shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Grantee; (ii) was known to Grantee without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Grantee without the benefit or influence of the State's information; (v) becomes known to Grantee without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Grantee understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Grantee acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignment performed in the course of this Agreement required security requirements or clearance, the Grantee will be required to undergo investigation.

25. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

 _____ Grantee Signature	 _____ Date
 _____ State- DSS Division Director Tiffany Wolfgang	 _____ Date
 _____ State - DSS Deputy Secretary Brenda Tidball-Zeltinger	 _____ Date

**State Agency Coding:**

CFDA#	<u>93.150</u>	<u>93.150</u>	<u>          </u>	<u>          </u>
Company	<u>2004</u>	<u>2004</u>	<u>          </u>	<u>          </u>
Account	<u>520607003</u>	<u>520607003</u>	<u>          </u>	<u>          </u>
Center Req	<u>0851030</u>	<u>0851030</u>	<u>          </u>	<u>          </u>
Center User	<u>135</u>	<u>13501</u>	<u>          </u>	<u>          </u>
Dollar Total	<u>\$93,535.00</u>	<u>\$8,000.00</u>	<u>          </u>	<u>          </u>

DSS Program Contact Person Tiffany Wolfgang  
Phone 605 367-5236

DSS Fiscal Contact Person Patty Hanson  
Phone 605 773-3586

Grantee Program Contact Person Alan Solano  
Phone 605 343-7262  
Grantee Fiscal Email Address asolano@bmscares.org

Grantee Fiscal Contact Person Linda Reidt Kilber  
Phone 605 343-7262  
Grantee Fiscal Email Address lkilber@bmscares.org

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STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES

Exhibit A

Business Associate Agreement

**1. Definitions**

General definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the consultant or entity contracting with the State of South Dakota as set forth more fully in the Agreement this Business Associate Agreement is attached.
- (b) CFR. "CFR" shall mean the Code of Federal Regulations.
- (c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean South Dakota Department of Social Services.
- (d) Designated Record Set. "Designated Record Set" shall have the meaning given to such term in 45 CFR 164.501.
- (e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**2. Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware within five (5) business days of receiving knowledge of such use, disclosure, breach, or security incident;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate

agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

- (e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524. Business associate shall cooperate with covered entity to fulfill all requests by individuals for access to the individual's protected health information that are approved by covered entity. If business associate receives a request from an individual for access to protected health information, business associate shall forward such request to covered entity within ten (10) business days. Covered entity shall be solely responsible for determining the scope of protected health information and Designated Record Set with respect to each request by an individual for access to protected health information;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526. Within ten (10) business days following any such amendment or other measure, business associate shall provide written notice to covered entity confirming that business associate has made such amendments or other measures and containing any such information as may be necessary for covered entity to provide adequate notice to the individual in accordance with 45 CFR 164.526. Should business associate receive requests to amend protected health information from an individual, Business associate shall cooperate with covered entity to fulfill all requests by individuals for such amendments to the individual's protected health information that are approved by covered entity. If business associate receives a request from an individual to amend protected health information, business associate shall forward such request to covered entity within ten (10) business days. Covered entity shall be solely responsible for determining whether to amend any protected health information with respect to each request by an individual for access to protected health information;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entities necessary to satisfy covered entity's obligations under 45 CFR 164.528. Business associate shall cooperate with covered entity to fulfill all requests by individuals for access to an accounting of disclosures that are approved by covered entity. If business associate receives a request from an individual for an accounting of disclosures, business associate shall immediately forward such request to covered entity. Covered entity shall be solely responsible for determining whether to release any account of disclosures;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the covered entity and / or the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **3. Permitted Uses and Disclosures by Business Associate**

- (a) Except as otherwise limited by this Agreement, Business Associate may make any uses and disclosures of Protected Health Information necessary to perform its services to Covered Entity and otherwise meet its obligations under this Agreement, if such use or disclosure would not violate the Privacy Rule if done by the covered entity. All other uses or disclosure by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.
- (b) The business associate is authorized to use protected health information if the business associate de-identifies the information in accordance with 45 CFR 164.514(a)-(c). In order to de-identify any information, Business Associate must remove all information identifying the individual including, but not limited to, the following: names, geographic subdivisions smaller than a state, all dates related to an individual, all ages over the age of 89 (except such ages may be aggregated into a single category of age 90 or older, telephone numbers, fax numbers, electronic mail (email) addresses, medical record numbers, account numbers,

certificate/ license numbers, vehicle identifiers and serial numbers (including license plate numbers, device identifiers and serial numbers, web universal resource locators (URLs), internet protocol (IP) address number, biometric identifiers (including finger and voice prints), full face photographic images (and any comparable images), any other unique identifying number, and any other characteristic or code.

- (c) Business associate may use or disclose protected health information as required by law.
- (d) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (e) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth in (f) and (g).
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law.
- (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

#### **4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

#### **5. Term and Termination**

- (a) Term. The Term of this Agreement shall be effective as of and shall terminate on the dates set forth in the primary Agreement this Business Associate Agreement is attached to or on the date the primary Agreement terminates, whichever is sooner.
- (b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.
- (c) Obligations of Business Associate Upon Termination.
  1. Except as provided in paragraph (2) of this section, upon termination of this agreement for any reason, business associate shall return or destroy all protected health information received from, or created or received by business associate on behalf of covered entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  2. In the event that business associate determines that returning or destroying the protected health information is infeasible, business associate shall provide to covered entity, within ten (10) business

days, notification of the conditions that make return or destruction infeasible. Upon such determination, business associate shall extend the protections of this agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as business associate maintains such protected health information.

- (d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

**6. Miscellaneous**

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

# ATTACHMENT 1

## DEPARTMENT OF SOCIAL SERVICES DIVISION OF BEHAVIORAL HEALTH

### MONTHLY PATH FISCAL REPORT

**Name and Address of Grantee**  
**Agency:** \_\_\_\_\_

**PATH Project Being Reported**  
       \_\_\_ PATH Mental Health Services  
       \_\_\_ PATH One-time Rental

**Grant Number:**  
 \_\_\_\_\_

**Month Being Reported:**  
 \_\_\_ June 2014 \_\_\_ July 2014 \_\_\_ August 2014 \_\_\_ September 2014  
 \_\_\_ October 2014 \_\_\_ November 2014 \_\_\_ December 2014 \_\_\_ January 2015  
 \_\_\_ February 2015 \_\_\_ March 2015 \_\_\_ April 2015 \_\_\_ May 2015

**Total Grant Amount:**  
 Federal \_\_\_\_\_ + Match \_\_\_\_\_ = Total \_\_\_\_\_

#### QUARTER EXPENDITURES

Line Item	Federal	Match	Total
Personal			
Benefits			
Staff Time			
Equipment			
Supplies			
Contractual			
Other			
RENT/DEPOSIT			
<b>TOTAL</b>			

**Previously Reported Expenditure Information:**

**Instructions:**

Documentation including rental and security deposit receipts is required and must be kept on file with the agency.

Attachment 1 must include an itemized description of any Equipment, Supplies, Contractual Services, or Other items. Documentation is required for reimbursement and must be maintained and kept on file to support reimbursement requests identified in Attachment 1.

Required documentation for Personnel, Benefits, and Staff time must include identification of the method of allocation which could include time study or staff logs.

Required documentation for Equipment, Supplies, and Contractual Services must include receipts and documentation regarding the method of cost allocation if applicable.

	FEDERAL	MATCH	TOTAL
June 2014	_____	_____	_____
July 2014	_____	_____	_____
August 2014	_____	_____	_____
September 2014	_____	_____	_____
October 2014	_____	_____	_____
November 2014	_____	_____	_____
December 2014	_____	_____	_____
January 2015	_____	_____	_____
February 2015	_____	_____	_____
March 2015	_____	_____	_____
April 2015	_____	_____	_____
May 2015	_____	_____	_____
<b>TOTAL</b>	_____	_____	_____

**Please attach any relevant explanations.**

**Signature of Preparer** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature of Director** \_\_\_\_\_ **Date** \_\_\_\_\_

## ATTACHMENT 2

### DBH Model Policy for use of PATH One-Time Rental and Security Deposit Assistance

**Purpose:**

To provide security deposits and/or one month's rent assistance to individuals who are eligible for Projects for Assistance in Transition from Homelessness (PATH) and establish a separate local "revolving fund". These are one-time rental/security deposits per person in a lifetime.

**Policy:**

The community mental health center (CMHC) will provide security deposits and/or one month's rental assistance on a first-come first-serve basis to PATH eligible consumers who are requesting or are known by the CMHC to be in need of this financial assistance. No other eligibility criteria can be used to disburse these funds (e.g. acceptance of mental health services, currently an open case, has no outstanding debt, etc.). The agency can encourage the consumer to repay the rental assistance, but there is no requirement to do so.

One-time rental and security deposit assistance is to be paid directly to the housing provider. The housing provider is to reimburse security deposits and any excess pro rata rent to the agency and not to the tenant.

There is no set maximum amount of one-time rental and/or security deposit assistance that can be provided to an individual. A guideline is for this one-time assistance to be consistent with the local market rates and for housing that will be affordable to the consumer in subsequent months.

The CMHC will use repaid PATH One-Time Rental Assistance; refunded Security Deposits and other discretionary funds of their choice to establish a revolving fund for rental and/or security deposit assistance. This revolving fund can be used for any CMHC consumer. These repaid, refunded and discretionary funds are not PATH monies, so can be administered in any way the CMHC believes is in the best interest of their consumers.

**Eligibility for PATH funds:**

Adults who are "suffering from serious mental illness; and/or suffering from serious mental illness and from substance abuse; and are homeless or at imminent risk of becoming homeless".

**Local matching funds:**

A local match is required when using PATH funds. The amount of this match is detailed in the current PATH agreement. This match can be met with any non-federal dollars.

**CMHC action needed:**

The CMHC will implement application, accounting and documentation procedures in accordance with the above.

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