

**AMENDMENT NO. 2 TO AGREEMENT A-12262  
COUNTY OF MONTEREY AND  
CENTRAL COAST CENTER FOR INDEPENDENT LIVING**

This Amendment No. 2 to Agreement A-12262 for information and referral services to people with mental health disabilities, individual advocacy, peer support, independent living skills training and benefits counseling is made by and between the County of Monterey, a political subdivision of the State of California hereinafter referred to as County, and Central Coast Center for Independent Living, hereinafter referred to as CONTRACTOR.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT and revise the Program Description, Payment and Billing Provisions, Business Associate Agreement, Invoice Form and Revenue & Expenditure Summary.

**WHEREAS**, the County and CONTRACTOR amended the AGREEMENT previously on August 13, 2013 via Amendment No. 1.

I. **NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. EXHIBIT A-2 PROGRAM DESCRIPTION replaces AMENDMENT NO. 1 TO EXHIBIT A and EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B-2 PAYMENT AND BILLING PROVISIONS replaces AMENDMENT NO. 1 TO EXHIBIT A and EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-2.
3. EXHIBIT F-1 BUSINESS ASSOCIATE AGREEMENT replaces EXHIBIT F. All references in the Agreement to EXHIBIT F shall be construed to refer to EXHIBIT F-1.
4. EXHIBIT G-1 COST REIMBURSEMENT INVOICE FORM replaces EXHIBIT G. All references in the Agreement to EXHIBIT G shall be construed to refer to EXHIBIT G-1.
5. EXHIBIT H-2 REVENUE & EXPENDITURE SUMMARY replaces AMENDMENT NO. 1 TO EXHIBIT B and EXHIBIT H. All references in the Agreement to EXHIBIT H shall be construed to refer to EXHIBIT H-2.
6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
7. This Amendment is effective July 1, 2014.
8. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 26, 2012.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By:   
Deputy County Counsel

Date: 6/9/14

Approved as to Fiscal Provisions

By:   
Auditor/Controller

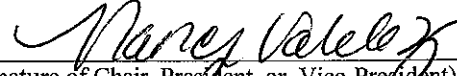
Date: 6-9-14

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

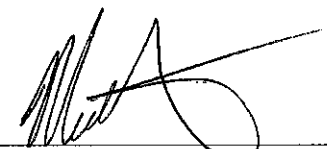
Date: \_\_\_\_\_

Central Coast Center for Independent Living  
Contractor's Business Name\*

By:   
(Signature of Chair, President, or Vice-President)\*

Nancy Valdez, Vice-President  
Name and Title

Date: June 4, 2014

By:   
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Michael Castañeda, Secretary  
Name and Title

Date: 6-5-14

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Council is required <sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

**EXHIBIT A-2:**

**PROGRAM DESCRIPTION:**

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**I. IDENTIFICATION OF PROVIDER**

Central Coast Center for Independent Living  
318 Cayuga Street, Suite 208  
Salinas, CA 93901  
(831) 757-2968  
(831) 757-5549 Fax  
[www.cccil.org](http://www.cccil.org)

**II. PERIOD OF PERFORMANCE:** Subject to other Agreement provisions, the period of performance under this Agreement will be from July 1, 2012 through June 30, 2016.

**III. SCOPE OF WORK:**

**A. PROGRAM NARRATIVE:** Central Coast Center for Independent Living (CCCIL) is one of a nationwide network of Centers for Independent Living whose philosophy is that people with disabilities should have the same civil rights, options and control over choices in their own lives as do people without disabilities. Independent Living Centers are cross-disability, consumer-centered advocacy organizations. CCCIL's Independent Living program provides services to people with disabilities such as information and referral, housing assistance, individual advocacy, peer support, personal assistance services, independent living skills training, systems advocacy, assistive technology support (devices to help people with disabilities live independently) and benefits counseling.

**Goal 1: A total of 50-125 adults and youth consumers will receive a financial/medical benefits counseling, individual advocacy, housing assistance, independent living skills training and assistive technology (AT) services each fiscal year during the period beginning on July 1, 2014 through June, 30 2016.**

**a) Return to Work Benefits Counseling:** CONTRACTOR will provide the following benefits counseling services:

- 1. Problem Solving & Advocacy-** will assist consumers to resolve any issues with Social Security Administration, Department of Social and Employment Services (Medi-Cal), Department of Rehabilitation and any other services providers/organizations.
- 2. Benefits Analysis & Advisement-** will assist consumers to understand their options to return to work and keep their Social Security and Medi-Cal/Medicare benefits. CONTRACTOR will provide information about the different work incentives such as; Medicare, Medi-Cal, Medicare Part D, Extended Medicare Coverage, 250% Working Disabled Program, Trial Work Period (TWP), Extended Period of Eligibility, Cessation & Grace Period, Expedited Re-Instatement, Subsidies, Impairment Related Work Expense, PASS plans, Countable Earned Income Calculation (for purposes of SSI) Student Earned Income Exclusion and 1619(b). CONTRACTOR will write benefits analysis reports for each consumer which outlines consumer's benefits, work incentives, consumers' options to return to work, and keep their benefits.
- 3. Benefits Support Planning-** will allow consumers to become self-sufficient by developing an Independent Living Plan (ILP). The ILP will outline goals, objectives and timelines for activities to be completed.

**4. Benefits Management-** will work in collaboration with consumer to design, implement, monitor and evaluate the outcome of the ILP.

**b) Benefits Counseling:** CONTRACTOR will assist consumers to gain access to financial and medical benefits and other services for which they may be eligible. CONTRACTOR will assist consumers to complete Medi-Cal applications, Social Security Work Activity Reports, Social Security Request for Waiver of Overpayments and Social Security disability benefits.

**c) Housing Assistance:** CONTRACTOR will provide information about subsidized housing, will assist consumers to complete the housing application, will provide self-advocacy training in how to look for accessible, affordable and available housing, and about removal of architectural barriers.

**d) Independent Living Skills Training:** CONTRACTOR will provide Independent Living Skills training and support in a variety of areas such as organization, time management, creating support systems, and other topics in order to develop social and organizational skills needed to live more independently.

**e) Assistive Technology (AT) services:** CONTRACTOR will match consumers with available services, vendors, training and potential funding opportunities, and will assist consumers to identify how to acquire, fund, fit, customize, maintain and/or repair AT. Consumers will also have access to CCCIL's Device Lending Library (DLL). DLL allows consumers to try out AT devices. CCCIL has a variety of devices that consumers can borrow such as iPads, laptops and tables.

**Goal 2: A total of 35-50 consumers will receive information and referral services each fiscal year during the period beginning July 1, 2014 through June, 30, 2016.**

CONTRACTOR will provide information on a wide range of topics related to disability and connects people to other sources that provide the services they are seeking. CONTRACTOR also provides information to community agencies about how they can make their services more accessible to people with disabilities. CONTRACTOR will provide information about the different federal and state benefits such Unemployment and State Disability Insurance.

**Goal 3: CONTRACTOR will provide a training for Behavioral Health staff, a total of ten (10) outreach presentations to community partners and will participate in six (6) community events each fiscal year during the period beginning July 1, 2014 through June, 30 2016.**

a) CONTRACTOR will provide a benefits counseling training to Monterey County Behavioral Health staff. CONTRACTOR will provide information about CCCIL's services, work incentives and referral process.

b) CONTRACTOR will also provide outreach presentations, including, but not limited to each of the following community partners:

1. Alliance on Aging
2. Department of Rehabilitation
3. Monterey County Mental Health Commission
4. Hamilton House Women's Shelter
5. Community Human Services
6. Door to Hope
7. Housing Authority of Monterey County
8. Transitional Age Youth (TAY) Avanza Program Participants and Staff
9. Monterey County Behavioral Health Family Support Groups
10. National Alliance on Mental Illness (NAMI) Monterey County

- c) CONTRACTOR will participate in the following community events:
1. Día del Trabajador
  2. Embracing Wellness and Recovery Conference
  3. Caregiver University
  4. Family Fun Day
  5. Fiesta of Hope
  6. Monterey County Office of Education Resource Fair

**B. LIMITATION OF SERVICE/PRIOR AUTHORIZATION:** Admission to the program will be limited to mental health staff, clients/consumers, youth and family members. Screening criteria will be based on the designated funding source.

**C. MEETINGS/COMMUNICATIONS/COLLABORATION:** CONTRACTOR shall attend quarterly meetings which will include community based organizations to discuss the following: implementation of the contract; the number and percentage of eligible staff, clients/consumers, youth, and family members recruited and receiving benefit management planning services; completion of consumer satisfaction surveys; contract issues; contract usage and effectiveness; and recommendations for contract modifications. CONTRACTOR will collaborate with Interim, Inc., AVANZA Program and County Behavioral Health staff to promote benefits counseling services.

**D. REPORTING REQUIRMENTS:** CONTRACTOR will report program outcomes for each service component as described on the "Logic Model" document at the end of this EXHIBIT A-2, as well as other data as mutually agreed upon between CONTRACTOR and the Contract Monitor.

**E. AUDIT REQUIREMENTS:** CONTRACTOR shall provide County staff access to all CONTRACTOR'S records and evaluations of individuals referred to the program, with the written consent of the beneficiary.

County shall have the right to conduct inspections and/or audits of CONTRACTOR to determine whether expenditures by CONTRACTOR were made in compliance with this contract for the fiscal year covered under this Agreement and other applicable federal or state statutes and regulations.

**F. PATTERN OF SERVICE:** The services provided by the CONTRACTOR under this Agreement cannot be the customary or typical services, but rather, the services must have been modified, adapted, expanded, or reconfigured to provide services to mental health staff, clients/consumers, youth and family members.

**IV. CONTRACT MONITOR:**

Amie Miller, Psy.D, MFT  
Quality Improvement Manager  
MHSA Workforce Education and Training Coordinator  
Monterey County Behavioral Health  
1611 Bunker Hill Way, Suite 120  
Salinas, CA 93906  
(831) 755-4302  
(831) 831-755-4350 fax

**THE SIX (6) PAGES THAT FOLLOW ARE THE “LOGIC MODEL” FOR EACH SERVICE COMPONENT AS DESCRIBED IN EXHIBIT A-2**

**EXHIBIT B-2:  
PAYMENT AND BILLING PROVISIONS**

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**I. PAYMENT TYPES**

Cost Reimbursement (CR) up to the maximum contract amount

**II. PAYMENT RATE**

The COUNTY agrees to pay the cost reimbursement rate based on the service rate outlined in the following table and shall be subject to the applicable cost report provisions of this Agreement.

<b>SERVICE TYPE</b>	<b>NO. OF UNDUPLICATED CLIENTS SERVED &amp; TOTAL OUTREACH PRESENTATIONS FY 2014-15 &amp; 2015-16</b>	<b>PAYMENT NOT TO EXCEED</b>
Benefits Counseling, Individual Advocacy, Housing assistance, Independent Living Skills and Assistive Technology (AT) Services	50-125	\$ 92,256
Information and referral services	35-50	\$ 14,992
Outreach presentations	10	\$ 8,072
<b>TOTAL MAXIMUM COUNTY OBLIGATION FY 2012-13</b>		<b>\$ 88,850</b>
<b>TOTAL MAXIMUM COUNTY OBLIGATION FY 2013-14</b>		<b>\$ 92,404</b>
<b>TOTAL MAXIMUM COUNTY OBLIGATION FY 2014-15</b>		<b>\$ 115,320</b>
<b>TOTAL MAXIMUM COUNTY OBLIGATION FY 2015-16</b>		<b>\$ 115,320</b>

**III. PAYMENT CONDITIONS**

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G-1, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G-1, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

- B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.



**IV. MAXIMUM OBLIGATION OF COUNTY**

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$411,894** for services rendered under this Agreement.

SERVICES	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16
Work Incentive Counseling Activities and Independent Living Services; Information & Referral; and Outreach Activities	Total Clients To Be Served: 75	Total Clients To Be Served: 50-100	Total Clients To Be Served: 50-125	Total Clients To Be Served: 50-125
<b>TOTAL ANNUAL LIABILITY</b>	\$ 88,850	\$ 92,404	\$ 115,320	\$ 115,320
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>	<b>\$ 411,894</b>			

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

**V. BILLING AND PAYMENT LIMITATIONS**

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Revenue & Expenditure Summary provided in Exhibit H-2. Only the costs listed in Exhibit H-2 of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended Revenue & Expenditure Summary using Exhibit H-2, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

**VI. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS**

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment

obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

## **VII. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

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**EXHIBIT F-1:**  
**BUSINESS ASSOCIATE AGREEMENT**

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This Business Associate Agreement (“Agreement”), effective July 1, 2014 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and Central Coast Center for Independent Living (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

**1. DEFINITIONS**

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

**2. PERMITTED USES AND DISCLOSURES OF PHI**

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1 **Responsibilities of Business Associate.** With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within five (5) business days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the

same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) upon twenty (20) business days' prior written request, make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within twenty (20) business days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) business days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) business days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon twenty (20) business days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon twenty (20) business days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) business days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within five (5) business days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### **4. TERMS AND TERMINATION**

4.1 **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 **Termination.** Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) business days after the breaching Party's receipt of written notice of such breach.

4.3 **Automatic Termination.** This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

#### **5. MISCELLANEOUS**

5.1 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 **Amendments; Waiver.** This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.



If to Business Associate, to:

Elsa Quezada, Executive Director  
Central Coast Center for Independent Living  
318 Cayuga Street, Suite 208  
Salinas, CA 93901  
Tele: (831)757-2968  
FAX: (831) 757-5549

If to Covered Entity, to:

Wayne W. Clark, PhD.  
Behavioral Health Director  
1270 Natividad Road,  
Salinas, CA 93906  
Tele: (831) 755-4509  
FAX: (831) 755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. The parties agree that Section XI of the Agreement between the Parties shall control in the event of a claim, loss, or material breach of this Agreement by either Party.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**[CENTRAL COAST CENTER FOR INDEPENDENT LIVING]**

**[COUNTY OF MONTEREY]**

By: Elsa Quezada

By: \_\_\_\_\_

Print Name: Elsa Quezada

Print Name: \_\_\_\_\_

Print Title: Ex. Dir.

Print Title: \_\_\_\_\_

Date: 6-4-14

Date: \_\_\_\_\_

EXHIBIT G-1

**Monterey County Behavioral Health - Cost Reimbursement Invoice Form**

**Contractor :** Central Coast Center for Independent Living  
**Invoice Number :** \_\_\_\_\_  
**Address Line 1 :** 318 Cayuga Street, Suite 208  
**County PO No.:** \_\_\_\_\_  
**Address Line 2 :** Salinas, CA 93901  
**Invoice Period :** \_\_\_\_\_  
**Tel. No.:** (831) 757-2968  
**Fax No.:** (831) 757-5549  
**Contract Term:** July 1, 2012 - June 30, 2016  
**Final Invoice :** (Check if Yes)

BH Division	Behavioral Health	BH Control Number	Total Annual Contract Amount FY 2014-15	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
	Behavioral Health					
	Work Incentive Counseling Activities & Independent Living Services					
	Information & Referral					
	Outreach Activities					
<b>TOTALS</b>			115,320.00			

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Title:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Send to:** Behavioral Health Accounting Office  
 1270 Natividad Road  
 Salinas, CA 93906  
 MCHDBHFinance@co.monterey.ca.us  
**Behavioral Health Authorization for Payment**  
 \_\_\_\_\_  
**Authorized Signatory** \_\_\_\_\_ **Date** \_\_\_\_\_

**Central Coast Center for Independent Living**  
**REVENUE AND EXPENDITURE SUMMARY**  
For Monterey County - Behavioral Health

## PROGRAM:

	Actual FY 12-13	Budget FY 2013-14	Proposed Budget FY 14-15
<b>A. PROGRAM REVENUES</b>			
Requested Monterey County Funds	88,850.00	92,404.00	105,568.00
Other Program Revenues			
<b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>			
<b>B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.</b>			
<b>1 Program Expenditures</b>			
2 Salaries and wages			
3 Payroll taxes			
4 Employee benefits			
5 Workers Compensation			
6 Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
7 Temporary Staffing			
8 Flexible Client Spending (please provide supporting documents)			
9 Client Transportation Costs and staff mileage			
10 Employee Travel and Conference			
11 Staff Training			
12 Communication Costs			
13 Utilities			
14 Cleaning and Janitorial			
15 Insurance and Indemnity		\$1,000.00	\$1,000.00
16 Maintenance and Repairs - Buildings			
17 Maintenance and Repairs - Equipment	\$925.00	\$3,954.00	\$1,500.00
18 Printing and Publications	\$1,500.00	\$3,000.00	\$1,160.00
19 Memberships, Subscriptions and Dues	\$60.00	\$60.00	\$60.00
20 Office Supplies	\$1,588.00	\$1,337.00	\$1,700.00
21 Postage and Mailing			
22 Legal Services (when required for the administration of the County Programs)			

**EXHIBIT H-2**

		Actual FY 12-13	Budget FY 2013-14	Proposed Budget FY 14-15
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))			
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)			
25	Rent and Leases - building and improvements			
26	Rent and Leases - equipment			
27	Taxes and assessments			
28	Interest in Bonds			
29	Interest in Other Long-term debts			
30	Other interest and finance charges			
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)			
32	Miscellaneous (please provide details)			
33	<b>Total Program Expenditures</b>			

34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.

35	Salaries and wages (please include personnel and contract administration)			
36	Payroll taxes			
37	Employee benefits			
38	Workers Compensation			
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
40	Transportation, Travel, Training and Conferences			
41	Data Processing (Computers & Technology)			
42	Utilities (Telephone & Communications)			
43	Cleaning and Janitorial			
44	Insurance and Indemnity			
45	Maintenance and Repairs - Buildings			
46	Maintenance and Repairs - Equipment			
47	Memberships, Subscriptions and Dues			
48	Office Supplies			
49	Postage and Mailing			
50	Legal Services (when required for the administration of the County Programs)			
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)			
52	Rent and Leases - building and improvements			

**EXHIBIT H-2**

		<b>Actual FY 12-13</b>	<b>Budget FY 2013-14</b>	<b>Proposed Budget FY 14-15</b>
53	Rent and Leases - equipment			
54	Taxes and assessments			
55	Interest in Bonds			
56	Interest in Other Long-term debts			
57	Other interest and finance charges			
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			
59	Miscellaneous (please provide details)			
60	<b>Total Administrative Expenditures</b>	-	-	-
61	<b>Depreciation Expense</b>			
62	<b>OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.</b>			
63	<b>Total Allowable Program Expenditures</b>	-	-	-