
Agreement Number

June 30, 2019
Termination Date

COUNTY OF MONTEREY
DEPARTMENT OF HEALTH
ALCOHOL AND/OR DRUG
SERVICE CONTRACT

COUNTY Department Contract Representative
Elsa Jimenez, MPH
Director of Health
1270 Natividad Road, Salinas, CA 93906

This Agreement is entered into in the State of California, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **THE EPICENTER**, a voluntary health and welfare agency exempt from Federal taxation under Internal Revenue Code Section 501 (c) (3), hereinafter referred to as "CONTRACTOR", for the purpose of providing alcohol and drug recovery services in Monterey County.

RECITALS:

The parties hereby enter into this contract in reliance on the following facts and representations:

1. COUNTY desires to enter into this Agreement whereby CONTRACTOR will provide services set forth herein in accordance with the requirements of Chapter 4 (commencing with Section 9000) of the California Code of Regulations.

2. Division 10.5 (commencing with Section 11750) of the California Health and Safety Code provides a set of definitions, standards, procedures, and regulations by and pursuant to which COUNTY and CONTRACTOR may lawfully contract for such services.

3. CONTRACTOR is willing to furnish such services upon the terms hereafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. SERVICES TO BE PROVIDED

COUNTY hereby engages CONTRACTOR to perform and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: CONTRACTOR shall provide the recovery services set forth in this Agreement, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. This Agreement defines the rights and obligations of the parties regarding treatment not funded by Drug/Medi-Cal (hereafter "Non-Drug/Medi-Cal") and the rights and obligations of the parties regarding treatment funded by Drug/Medi-Cal (hereafter "Drug/Medi-Cal"). Unless otherwise indicated, requirements set forth in this Agreement shall apply to both Non-Drug/Medi-Cal funded treatment and Drug/Medi-Cal funded treatment.

2. CONTRACT ADMINISTRATION

COUNTY Behavioral Health Director, hereafter referred to as the DIRECTOR, shall be the COUNTY employee authorized and assigned to represent the interests of the COUNTY and to ensure that the terms and conditions of this Contract are carried out. CONTRACTOR's Executive Director shall administer this Agreement on behalf of the CONTRACTOR. CONTRACTOR agrees to submit necessary program and financial reports in a timely fashion, pursuant to provisions of this Agreement and the provisions contained in the COUNTY Administration and Reporting Guidelines, which shall be furnished to the CONTRACTOR by the COUNTY at no cost to CONTRACTOR.

3. PERFORMANCE STANDARDS AND COMPLIANCE

3.1 Performance standards. CONTRACTOR shall meet the contracted level of service and the specified performance standards unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

3.2 Compliance with terms of State and Federal grants. If this Agreement has been or will be funded with monies received by the COUNTY pursuant to a contract with the state or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

3.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees and subcontractor performing services under this Agreement are specially, trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement.

3.4 CONTRACTOR its agents, employees and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

3.5 CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement

3.6 COUNTY monitoring of services. COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided. The DIRECTOR will assign a designated staff representative to be the Contract Monitor. The procedure utilized to monitor the Agreement will be as follows:

3.6.1 COUNTY shall monitor the kind, cost, quality, and quantity of the CONTRACTOR's services and criteria for determining the persons, population groups and geographic areas to be served. COUNTY may, in its sole discretion, change its designation of the Contract Monitor and shall promptly give written notice to CONTRACTOR of any such change.

3.6.2 The Contract Monitor shall hold regular meetings with CONTRACTOR at reasonable

intervals deemed appropriate or necessary by the DIRECTOR.

3.6.3 The Contract Monitor shall review on a monthly basis all statistical reports concerning services provided under the terms of this Agreement.

3.6.4 The Contract Monitor shall regularly review the records and/or clinical materials of clients receiving services pursuant to this Agreement.

3.6.5 The Contract Monitor shall review on a monthly basis the fiscal claims for reimbursement and conduct from time to time on-site billing verification.

4. EXHIBITS

The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

- EXHIBIT A: PROGRAM DESCRIPTION
- EXHIBIT B: PAYMENT PROVISIONS
- EXHIBIT C: BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE
- EXHIBIT D: CONFIDENTIALITY OF PATIENT INFORMATION
- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY
- EXHIBIT H: COMPLIANCE WITH STATE ALCOHOL AND DRUG PROGRAM REGULATIONS
- EXHIBIT I: ADP BULLETIN ISSUE NO. 09-05 REQUIREMENTS TO ENSURE ACCESS TO SERVICES FOR PERSONS WITH DISABILITIES
- EXHIBIT J: FRIDAY NIGHT LIVE CORE COMPONENTS AND YOUTH STANDARDS OF PRACTICE

5. TERM OF AGREEMENT AND TERMINATION

5.1 The term of this Agreement shall commence on **September 11, 2017 and** shall continue in full force, effect to, and including **June 30, 2019**. This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last, and CONTRACTOR may not commence work before COUNTY signs this Agreement.

5.2 The term of this Agreement shall remain in effect until terminated as provided below:

5.2.1 Termination. During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least thirty (30) days before the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided before the date of termination.

5.2.2 Termination for cause. COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to CONTRACTOR, and COUNTY may proceed with the work in any manner that COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this

Agreement.

5.2.3 Partial termination. If CONTRACTOR is partially funded by Non-Drug/Medi-Cal funds and CONTRACTOR is unwilling or unable to continue that portion of the contract, the contract shall remain in effect, provided however that the COUNTY may amend the contract, with the written consent of the CONTRACTOR, as necessary and appropriate. In like manner, if CONTRACTOR is partially funded based on Drug/Medi-Cal certification and CONTRACTOR is expelled or suspended from Drug/Medi-Cal certification, the contract shall remain in effect, provided however that the COUNTY may amend the contract, with the written consent of the CONTRACTOR, as necessary and appropriate.

5.2.4 If CONTRACTOR loses State certification or license of their program.

5.3 Obligations upon termination. Upon termination of this Agreement, COUNTY will no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that, after termination, the following obligations shall remain in effect:

5.3.1 CONTRACTOR shall, pursuant to this Agreement, continue treatment of clients then receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

5.3.2 COUNTY shall arrange for such transfer of treatment no later than sixty (60) days after Agreement termination if the clients' treatment is not by then completed;

5.3.3 COUNTY, any payer, and CONTRACTOR will continue to remain obligated under this contract with regard to charges and payments for covered services rendered prior to termination or required to be rendered after termination as provided above, until such obligations are discharged by full performance or until such performance is otherwise excused;

5.3.4 CONTRACTOR will continue to remain obligated with respect to confidentiality and transfer of patient records; and

5.3.5 CONTRACTOR will remain subject to any audit otherwise authorized or required by this Agreement or by any State or Federal statute or regulations affecting this Agreement.

6. TERMINATIONS OR REDUCTION OF GOVERNMENT FUNDING

6.1 This Agreement is made with the understanding that the State or Federal Governments are providing and will continue to provide funds to COUNTY so that COUNTY can make the payments to CONTRACTOR under this contract. The funds identified for the fiscal years are subject to increase or decrease dependent upon the availability of the appropriations by the State Legislature and the Federal Government. Increases or decreases in the amount COUNTY allocates to the CONTRACTOR as identified in Exhibit B will require a written amendment to this contract in accordance with Section 20.

6.2 Notwithstanding any other provision of this Agreement, if the State or Federal Government terminates or reduces its funding to the COUNTY for the client services that are to be provided under this Agreement, then COUNTY may, after consultation with the CONTRACTOR, elect to terminate this contract by giving written notice of such election to CONTRACTOR, effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, it is mutually agreed that the contract may be amended to reflect any reduction in funding in Exhibit B, in accordance with Section 20.

7. INDEPENDENT CONTRACTOR STATUS

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith CONTRACTOR shall defend, indemnify, and hold COUNTY harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

8. INDEMNIFICATIONS AND INSURANCE

8.1 Indemnification: CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.2 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability

8.2.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than one million dollars (\$1,000,000) per occurrence.

8.2.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and property Damage of not less than one million dollars (\$1,000,000) per occurrence.

8.2.3 Workers Compensation Insurance. If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than one million dollars (\$1,000,000) each person, one million dollars (\$1,000,000) each accident and one million dollars (\$1,000,000) each disease.

8.2.4 Professional Liability Insurance. If required for the professional service being provided, in the amount of not less than one million dollars (\$1,000,000) per claim and two

million dollars (\$2,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

8.3 Other Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

8.3.1 Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide coverage for CONTRACTOR additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage to the above requirements.

8.3.2 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.

8.3.3 Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY's contract administrator and the COUNTY's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within 5 days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

8.3.4 CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

9. NONDISCRIMINATION

9.1 During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, physical handicap,

medical condition, marital status, age (over 40), sex, or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. Qualified applicants shall have an equal opportunity for employment. CONTRACTOR shall insure that actions such as but not limited to employment, upgrading, demotion, or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, career development opportunities, and selection for training, including apprenticeship shall be free of discrimination. The evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services shall be free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination.

9.2 The term "discrimination", as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual preference, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

9.3 The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this contract, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free of discrimination, as required by Chapter 2.80. Complaints of discrimination made by CONTRACTOR against the COUNTY or by recipients of services against CONTRACTOR may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

9.4 Written Assurances. CONTRACTOR shall have written assurances of compliance with the Civil Rights Act of 1964 and/or the Rehabilitation Act of 1973 as may be required by the Federal government in connection with this contract, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5 or other applicable State or Federal regulation. CONTRACTOR shall have a written assurance that their treatment programs are accessible to people with disabilities. In addition, CONTRACTOR shall post in conspicuous place notices available to all employee and clients for employment setting forth the provisions of the Equal Opportunity Act.

9.5 Written Nondiscrimination Policy. CONTRACTOR shall maintain a written statement of its nondiscrimination policies that shall be consistent with the terms of this Agreement. Such statement shall be posted and also be available to employees, recipients of services, and members of the public, upon request. In addition, the clients' rights statement provided by CONTRACTOR shall inform recipients of services of CONTRACTOR'S nondiscrimination policies, including the right to file a complaint alleging discrimination or a violation of civil rights, and the right to be free from sexual harassment and prohibited sexual contact.

9.6 Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under paragraphs 9.1 through 9.3 to labor organizations with which it has a collective bargaining or other

agreement.

9.7 Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any State agency providing funds for this Agreement upon reasonable notice at any time during normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

9.8 Binding on Subcontractors. The provisions of paragraphs 9.1 through 9.7 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the nondiscrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

10. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

10.1 The parties shall comply with all applicable Federal, State and local laws and regulations in performing the work and providing the services specified in this Agreement.

10.2 CONTRACTOR shall comply with all the necessary COUNTY and State licensing requirements and shall obtain appropriate licenses for mode of service and display the same in a public location that is reasonably conspicuous. CONTRACTOR shall maintain applicable certification by the State Department of Alcohol and Drug Programs for mode of service and comply with appropriate COUNTY or State service standards.

10.3 Non-Drug/Medi-Cal Services: For services not funded by Drug/Medi-Cal, CONTRACTOR shall comply with and establish written accounting procedures consistent with the following requirements and shall be held accountable for audit exceptions taken by the State against the COUNTY or the CONTRACTOR for failure to comply with the following requirements:

- Health and Safety Code, Division 10.5;
- Title 9, California Code of Regulations (CCR), Division 4; and specifically the pertaining to the Substance Abuse and Crime Prevention Act (Proposition 36): Sections 9530(f)(k)(2), 9532(b)(1), 9535(e), 9545(a)(b)(d)(e)(g) and (h);
- Government Code, Article 1.7, Federal Block Grants, Chapter 2, Part 2, Division 4, Title 2, commencing at Section 16366.1;
- Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- Title 42, United State Code (USC); Section 300x-5; Reports and Audits for Block Grants;
- Block Grant [Public Law 102-321 (Title 42, USC, commencing at Section 1010)];
- Block Grant [Public Law 103-227 (pro-Children Act of 1994)];
- Block Grant [Public Law 107-116];
- Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Act Amendments of 1996 (Public Law 104-156) and corresponding OMB Circular A-133 (Revised June 30, 1997); and
- Title 45 Code of Federal Regulations (CFR), Part 84, Section 84.7 and Part 96 Subparts B, C, and L, Substance Abuse Prevention and Treatment Block Grant.
- Title 21 CFR, Part 291 (Food and Drug Administration Requirements for Narcotic Treatment Programs)

- Title 21 CFR, Part 1300 (Drug Administration Requirements for Food and Drugs)
- State Administrative Manual, Chapter 7200

10.4 Drug/Medi-Cal Services. For services funded by Drug/Medi-Cal, CONTRACTOR shall be licensed, registered, certified and approved as required by the appropriate agencies. In providing services under this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, and administrative requirements adopted by federal, state, and local governments, including, but not limited to, the following:

- Health and Safety Code (HSC), Sections 11987.3 and 11987.5(b) and (c) and Sections 11758.40 through 11758.47
- Welfare and Institutions Code (W&IC), Chapter 7, Sections 14000, et seq., and 11987.5(b) and (c) and Sections 11758.40 through 11758.47
- 42 USC 1396(a)(30-33) and Title 42, Code of Federal Regulations, Sections 456.2 through 456.6 inclusive.
- Title 21 Code of Federal Regulations (CFR) Parts 291 and 1300, et seq. And CCR, Title 9, Sections 10,000, et seq.;
- Title 22, California Code of Regulations, Sections 51341.1, 51490.1 and 51516.1;
- Title 9, CCR, Division 4 and Chapter 5, Sections 10500, et seq.;
- Drug Medi-Cal Certifications Standards for Substance Abuse Clinics;
- Standards for Drug Treatment Programs; and
- In instances where inconsistencies occur, the provisions of Title 22, California Code of Regulations shall apply.

10.5 Assistance may be sought from the State in the event of a dispute over the terms and conditions of the County's contract in accordance with the "Appeal Process" portion of the County's contract with the State.

11. PERSONNEL

11.1 CONTRACTOR shall furnish such qualified and appropriate personnel as prescribed by Title 9 of the California Code of Regulations, for the type(s) of service(s) CONTRACTOR shall perform.

11.2 CONTRACTOR's professional personnel shall have and maintain in good standing the appropriate State license for their given profession, and a copy of said current license shall be kept in the employee personnel file.

11.3 CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff, to enable them to perform effectively on the project and to increase their existing level of skills. Documentation of training shall be kept in personnel or volunteer files.

11.4 Sexual contact shall be prohibited between clients and the treatment program staff, including the board of directors. CONTRACTOR shall include the policy prohibition as part of an overall client's rights statement given the client at admission, and the service provider shall include a statement in each employee personnel file noting that the employee has read and understood the sexual contact prohibition. The policy shall remain in effect for **two (2) years** after a client is discharged from drug abuse treatment services.

11.5 CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., which states that all alcohol and/or drug program contractors of services receiving funds from and through the State

Department of Alcohol and Drug Programs provide an alcohol/drug-free workplace by doing all of the following:

11.5.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

11.5.2 Establishing a drug-free awareness program to inform employees about all of the following:

11.5.2.1 The dangers of drug abuse in the workplace.

11.5.2.2 The person's or organization's policy of maintaining a drug-free workplace.

11.5.2.3 Any available drug counseling, rehabilitation, and employee assistance programs.

11.5.2.4 The penalties that may be imposed upon employees for drug abuse violations.

11.5.2.5 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

11.6 CONTRACTOR shall not include any message on the responsible use, if the use is unlawful, of drugs or alcohol in the provision of services under this Agreement.

11.7 CONTRACTOR shall require that smoking not be permitted in any portion of any indoor facility used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18.

11.8 CONTRACTOR agrees that no part of any federal funds provided under this Agreement will be used by CONTRACTOR to pay the salary of an individual in excess of **\$171,900** per year.

11.9 The parties mutually agree that no individual who leaves COUNTY employment and is thereafter hired or retained by CONTRACTOR to perform services shall be permitted to perform any services of any nature or kind under this Agreement or any other Agreement in which the COUNTY's Behavioral Health Division and/or its various clients are involved without the specific prior written consent of the COUNTY's Behavioral Health Director. Such consent shall be a matter that is entirely within the discretion of the Behavioral Health Director to give or withhold. Non-compliance with this contractual provision shall be deemed good cause for termination of the parties' Agreement under the provisions of Section 5.2.2, hereinabove.

12. RECORDS AND REPORTS

12.1 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action, CONTRACTOR shall retain said records until such action is resolved.

12.2 Access to and Audit of Records. The COUNTY shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code

section 8546.7, if this Agreement involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), the parties to this Agreement may be subject, at the request of the COUNTY or as part of any audit of the COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

12.3 COUNTY Records. When this Agreement expires or terminates CONTRACTOR shall return to COUNTY all COUNTY records, which CONTRACTOR utilized or received, from COUNTY to perform services under this Agreement.

12.4 CONTRACTOR shall notify the COUNTY upon reaching 90% of its capacity to admit individuals to the program.

12.5 The CONTRACTOR shall furnish all data and reports required to implement the Client Data System established by the COUNTY. The CONTRACTOR shall submit input reports in the format and timeliness prescribed by the COUNTY Alcohol and Drug Reporting Guidelines

12.6 Royalties and Inventions. COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.

13. CONFIDENTIALITY

13.1 CONTRACTOR shall maintain the confidentiality of its records, including billings and computerized records, in accordance with all applicable state and federal laws and regulations regarding confidentiality of participant records and information including but not limited to:

- Title 42, Code of Federal Regulations, Part 2, Sections 2.1 through 2.67, inclusive;
- Welfare and Institutions Code Sections 14100.2; Health and Safety Code, Division 10.5, Section 11977; and
- Title 22, California Code of Regulations, Section 51009.

CONTRACTOR shall inform all its officers, employees, and agents providing services hereunder of said confidentiality provisions.

13.2 Confidential medical or personal records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records and from contact with its clients and complainants shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Health, shall have access to such confidential information and records to the extent allowed by law and such information and records to which COUNTY has access shall remain confidential and may be disclosed only as permitted by law.

14. PARTICIPANT FEES/REVENUE GENERATION

14.1 Non-Drug/Medi-Cal Services. CONTRACTOR shall develop and implement fee assessment and collection policies and procedures in compliance with Section 11991.5 of the California Health and Safety Code. Client fee systems must conform to the following criteria:

- 14.1.1 The fee system must be equitable;

- 14.1.2 The fee charged must not exceed actual cost of service to the client;
- 14.1.3. The fee system must consider the client's income and expenses; and
- 14.1.4 The DIRECTOR must approve the fee system.
- 14.1.5 Services shall not be denied because of a client's ability or inability to pay.

14.2 Drug/Medi-Cal. CONTRACTOR charges no fees to Drug/Medi-Cal beneficiaries for access to Drug/Medi-Cal services or for admission to a Drug/Medi-Cal treatment slot. Proof of eligibility shall be accepted as payment in full for Drug/Medi-Cal services, except where share of cost (co-payment) requirements are noted through eligibility verification.

15. AUDITS

15.1 CONTRACTOR shall provide two (2) copies of their audited financial statements within one hundred eighty (180) days after the end of the COUNTY fiscal year, or close of the Contract period if shorter, unless such requirement is waived by written notice by DIRECTOR. CONTRACTOR shall conduct and submit to the DIRECTOR a copy of a certified independent audit of all expenses pursuant to this Agreement in accordance with generally accepted accounting principles, and instructions provided by COUNTY.

15.2 Providers receiving more than \$500,000 in federal alcohol and drug funding are subject to the Office of Management and Budget (OMB) Circular A-133 entitled "Audits of Institutions of Higher Education and Other Nonprofit Institutions".

15.3 Any and all audit exceptions or disallowances by any COUNTY, state or federal agency resulting from an audit of the performance of this Agreement, or action by CONTRACTOR, its officers, agents and employees shall be the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to develop and implement any corrective action plans in a manner acceptable to the COUNTY in order to comply with recommendations contained in the audit report. Such corrective action plans shall include time specific objectives to allow for measurement of progress.

15.4 If results of any audit indicate that the funds paid to CONTRACTOR under this Agreement exceeded the allowable amounts, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than sixty (60) days after the final audit settlement, or, at COUNTY'S election, COUNTY may recover the excess or any portion thereof by offsets made by COUNTY against any payments owed to CONTRACTOR under this or any other contract.

15.5 All expenditures of state and federal funds furnished by COUNTY are subject to audit by COUNTY. Such audits shall build upon audits already performed. Objectives of such audits may include, but not be limited to, the following:

- 15.5.1 To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
- 15.5.2 To validate data reported by CONTRACTOR for prospective contract negotiations;
- 15.5.3 To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records and compliance with laws and regulations;
- 15.5.4 To determine the cost of services, net of related patient and participation fees, third

party payments, and other related revenues and funds;

15.5.5 To determine that expenditures are made in accordance with applicable federal and state laws and regulations and contract requirements; and/or

15.5.6 To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve contract objectives.

15.6 CONTRACTOR agrees to maintain and retain all appropriate service and financial records for a period of at least (3) three years after the end of each fiscal year or until any audit findings are resolved, whichever is later.

15.7 Subject to state and federal confidentiality requirements, CONTRACTOR agrees to furnish duly authorized representatives from state, federal or COUNTY government access to patient and/or client records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services.

15.8 If this contract involves the expenditure of public funds in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for the State of California for a period of three (3) years after final payment under the contract, as required by Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

16. ANNUAL COST REPORT

16.1 For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to the COUNTY one original and two copies of an annual cost report within sixty (60) days following the close of each fiscal year. Such cost report shall be prepared in accordance with generally accepted accounting principles and cost report forms and instructions provided by COUNTY.

16.2 If this Agreement is terminated or canceled prior to June 30th of any year, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date, and two copies of such report shall be submitted to the COUNTY within sixty (60) days after such termination or cancellation date.

16.3 If, as a result of the Cost Report, any discrepancy is found between the total allowable net costs paid to the CONTRACTOR on its monthly claims and the total allowable net costs that should have been reported for the same period of time, the CONTRACTOR shall reimburse the amount of the overpayment in a single payment to the COUNTY within thirty (30) days after the COUNTY notifies the CONTRACTOR of the interim settlement with the State of California. As an alternative or supplemental remedy, the COUNTY may elect to recover all or part of the overpayment by means of an offset against any payments then or thereafter owing to the CONTRACTOR by the COUNTY under this or any other contract.

17. POLITICAL ACTIVITIES PROHIBITED

None of the funds provided directly under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office.

18. UNION ORGANIZING

18.1 CONTRACTOR will not assist, promote or deter union organizing by employees performing

work on a state service contract, including a public works contract.

18.2 No state funds received under this contract will be used to assist, promote or deter union organizing.

18.3 CONTRACTOR will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.

18.4 If CONTRACTOR incurs cost, or makes expenditures to assist, promote or deter union organizing, CONTRACTOR will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and CONTRACTOR shall provide those records to the Attorney General upon request.

19. DELEGATION AND ASSIGNMENT

CONTRACTOR may not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY, and any assignment without such consent shall automatically terminate this Agreement. Any delegation and/or assignments submitted to the COUNTY for review and approval shall be in the form of a subcontract.

20. NOTICES

Notices to the parties in connection with this Agreement may be given personally or by regular mail addressed as follows:

COUNTY OF MONTEREY
Amie Miller, MFT, Psy.D.
Behavioral Health Director
Department of Health, Behavioral Health Bureau
1270 Natividad Road.
Salinas, CA 93906-3198

CONTRACTOR
Gary Vincent
Executive Director
The Epicenter
20 Maple Street, Salinas, CA 93901
(831) 998-7291

21. AMENDMENT

21.1 No alteration, variation, or amendment to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

21.2 Both COUNTY and CONTRACTOR may agree to amend or re-negotiate the contract. A written contract amendment will be required to change allocated amounts for each fiscal year of the contract.

21.3 A contract amendment may be submitted at any time during the fiscal year by mutual written agreement of the parties. An amendment proposed by one party shall be forwarded in writing to the other party.

21.4 A response accepting or rejecting the amendment will be made by either party in writing within thirty (30) days of receiving a request for an amendment.

21.5 In the event of changes in the law that affect provisions of this Agreement, the parties agree to amend the affected contract provisions to conform to the changes in the law retroactive to the effective date of such changes in the law. The parties further agree that the terms of this Agreement are severable and in the event of changes in the law as described above, the unaffected provisions and

obligations of the Agreement will remain in full force and effect.

22. PURCHASE OF AMERICAN MADE EQUIPMENT AND PRODUCTS

To the greatest extent possible, all equipment and products purchased with the funds made available through this contract should be American made.

23. USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule 1 of Section 203 of the controlled substance Act (21 USC 812).

24. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No funds made available through this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

25. HEALTH INSURANCE AND PORTABILITY AND ACCOUNTABILITY ACT

If any of the work performed under this Agreement is subject to the Health Insurance Portability Act of 1996, Public Law 104-191 (HIPPA), then CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPPA. CONTRACTOR and COUNTY will cooperate to determine what if an, may be impacted by HIPPA and amend this agreement if needed to assure compliance with HIPPA.

26. AGREEMENT PREPARATION

This Agreement has been arrived at through negotiation and neither party is to be deemed the party that prepared this Agreement within the meaning of Civil Code Section 1654.

27. MISCELLANEOUS PROVISIONS

27.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and shall not acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

27.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the COUNTY and the CONTRACTOR.

27.3 Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

27.4 CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

27.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

27.6 Assignment and Subcontracting. CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the COUNTY.

None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

27.7 Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns and heirs.

27.8 Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

27.9 Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

27.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

27.11 Non-exclusive agreement. This Agreement is non-exclusive and both COUNTY and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

27.12 Construction of Agreement. The COUNTY and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

27.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

27.14 Authority. An individual executing this Agreement on behalf of the COUNTY or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the party to the terms and conditions of this Agreement.

27.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the COUNTY and the CONTRACTOR as of the effective date of this Agreement, which is the date the COUNTY signs the Agreement.

27.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provision of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

28. CONCLUSION

This Agreement together with all exhibits attached hereto and incorporated by reference, shall represent the entire and integrated Agreement between the COUNTY and CONTRACTOR and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties with respect to the subject matter of this Agreement as of the effective date hereof.

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

COUNTY OF MONTEREY

By: _____
Mike Derr, Purchasing Manager

Date: _____

By: _____
Elsa Jimenez, Director of Health

Date: _____

Approved as to Form

By: _____
Stacy L. Saetta, Deputy County Counsel²

Date: _____

Approved as to Fiscal Provisions

By: _____
Gary Giboney, Auditor/Controller

Date: _____

Approved as to Liability Provisions

By: _____
Steve Mauck, Risk Management¹

Date: _____

Approved as to Content

By: _____
Amie Miller, Behavioral Health Director

Date: _____

CONTRACTOR

THE EPICENTER

Contractor* _____

By: _____
Gary Vincent, Executive Director

Date: _____

By: _____

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

Date: _____

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with 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 an officer 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

EXHIBIT A - PROGRAM DESCRIPTIONS

PROGRAM ONE: FRIDAY NIGHT LIVE

Program Location:

The Epicenter
152 West Gabilan St.
Salinas, CA 93901
(831) 800-3066

Program Description

The Friday Night Live (FNL) program is designed for high school-aged young people. It is motivated by youth-adult partnerships that create essential and powerful opportunities that enhance and improve local communities. Community service, social action activities, participation in advocacy for safe and healthy environments, and promotion of healthy policies are organized by youth to appeal to youth. The Epicenter will follow the Standards of Practice as established by the California Friday Night Live Partnership (CNFLP).

The Friday Night Live Youth Development Standards of Practice memo may be accessed at:
http://www.fridaynightlive.org/wp-content/uploads/2012/06/SOPs_revised_2012.pdf

In addition, The Epicenter will follow and implement in their Friday Night Live Program the following Operating Principles and Core Components (Refer to Exhibit J):

The Key Operating Principles of the Friday Night Live Program consist of:

- Provide safe, healthy, fun, and supportive places for youth to be
- FNL should be youth driven and youth led
- Help young people develop skills and resilient traits (e.g., foster a sense of power, and autonomy)
- Build community partnerships to support youth
- Provide meaningful and caring relationships among youth and with adults
- Promote belief in youths' capacity to contribute
- Be culturally competent
- Have clearly defined and measurable goals, based on research and objective data
- Support and train adults to work effectively with youth
- Evaluate program periodically to assess progress and refine, improve, and strengthen the program's effectiveness

The Core components characterize elements within all Friday Night Live Programs and how they implement prevention programming that reflects youth development best practices. The components define how FNL groups are formed, what services they provide, and how they connect to the community.

The Core Components of the Friday Night Live Program consist of:

Chapters- Chapters describe a group of committed young people and at least one adult ally working together. Chapters provide Skill Development, Opportunities, and Outreach through ongoing partnerships at local sites.

Opportunities- Opportunities are any safe environment or avenue in which youth and adults

accomplish a project or task in partnership, with shared power and ownership.

Outreach- Opportunities are any safe environment or avenue in which youth and adults accomplish a project or task in partnership, with shared power and ownership.

Skill Development- Skill Development occurs in purposeful activities and opportunities that promote or result in building skills, mastery, resiliency, and core competencies.

Target Population

- Drug-free peer leaders at the senior high school level.
- High-risk youth and families in need.

Service Objectives/Scope of Work

1. Contractor shall provide all services in a linguistically appropriate and culturally competent manner. Staffing and partnerships will be sufficient to insure ability to meet all requirements in this Contract.
2. Contractor shall establish and maintain a FNL/Prevention Youth Council (PYC) consisting of 8-12 members who will serve as youth leaders in their community. Members will represent each of the High Schools located in Salinas.
3. Monterey County Friday Night Live will establish six smaller FNL chapters located in Monterey County. Chapters work on social norms campaigns aimed at reducing alcohol and other drug access and use by youth in the community.
4. FNL Staff shall provide the youth with opportunities for community engagement- youth will learn about their community and its resources, interface with community leaders, offer community presentations about the FNL Program and contribute to the health and safety of the community through environmental prevention strategies as indicated on the work plan.
5. FNL Staff shall work with youth leaders on developing and implementing a project for the Roadmap Chapter as required by the CFNLP. This project will provide opportunities for leadership and advocacy and build caring and meaningful relationships with their peers and
6. Contractor shall provide youth with the opportunities to engage in interesting and relevant skill building activities. Youth will develop and build specific skills through program activities.
7. Contractor shall support youth in building their leadership capacity, teach them to advocate on behalf of their needs and encourage them to have a presence in the community.
8. Contractor's staff and co-located staff will provide targeted case management to youth who have made progress towards independence by strengthening linkages to the community and accessing available resources.
9. Youth and Adult Allies shall participate in local community outreach/engagement activities that provide for opportunities to educate the community about youth AOD use/access.
10. FNL Staff shall work with youth leaders by preparing and supporting their efforts to apply for and participate on State level leadership programs.
11. FNL Staff shall ensure that Monterey County maintains Members in Good Standing (MIGS) as required by the CFNLP.

12. Contractor shall participate in all training opportunities as requested by the Behavioral Health Bureau and required by the State DHCS Prevention Unit.

Program Hours

Friday Night Live: Monday through Friday 8:00 a.m. to 5 p.m.

Other activities: Times vary based on community/youth involvement

Admission Criteria

Friday Night Live: 14 years to 18 years old.

AOD Prevention Requirements

Prevention services will meet the definition of Primary Prevention as outlined below:

Primary Prevention (source: NNA Contract, Primary Prevention):

Strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic ATOD (alcohol, tobacco and other drug availability), manufacture, distribution, promotion, sales, and use. Primary prevention strategies are directed at individuals not identified to be in need of treatment.

Prevention will address the six CSAP strategies of prevention and provide primary prevention services as outlined in federal regulations:

Six CSAP Strategies

Based on the identified population, prevention funds are applied to services that offer sustainable results using the six prevention strategies established by the Center for Substance Abuse Prevention (CSAP). They are:

- **Information Dissemination Strategy - Service Code 12**

“This strategy provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse, and addiction, and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two.” (CFR 96.125, p 514)

- **Education Strategy - Service Code 13**

“This strategy involves two-way communication and is distinguished from the Information Dissemination Strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis, and systemic judgement abilities.” (CFR 96.125, p 514)

- **Alternative Strategy - Service Code 14**

“This strategy provides for the participation of target populations in activities that exclude alcohol, tobacco, and other drug use. The assumption is that constructive and healthy activities offset the attraction to or otherwise meet the needs usually filled by alcohol, tobacco, and other drugs and would, therefore, minimize or remove the need to use these substances.” (CFR 96.125, p 514 & 515)

- **Problem Identification and Referral Strategy - Service Code 15**

“This strategy aims at identification of those individuals who have indulged in illegal/age-

inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs and to assess if their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment.” (CFR 96.125, p. 515)

- **Community-Based Process Strategy - Service Code 16**

“This strategy aims to enhance the ability of the community to more effectively provide prevention services for alcohol, tobacco, and drug abuse disorders. Activities in this strategy include organizing, planning, and enhancing the efficiency and effectiveness of services implementation, interagency collaboration, coalition building, and networking.” (CFR 96.125, p 515)

- **Environmental Strategy- Service Code 17**

“This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of the use of alcohol, tobacco, and other drugs used in the general population. This strategy is divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those which relate to the service and action-oriented initiatives.” (CFR 96.125, p 515)

Reporting Requirements:

Contractor will provide data, including progress and outcomes on FNL goals and objectives identified in the work plan document as required by the COUNTY and requested and/or required to meet Strategic Prevention Plan (SPP) reporting requirements. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH’s designated Contract Monitor. The “Work Plan” document will be reviewed at least annually and can be revised upon mutual agreement by CONTRACTOR and COUNTY, as part of the FNL Reporting process.

Additionally, all relevant activities will be input into the Primary Prevention SUD Data Service database as outlined by County Behavioral Health staff. as well as the program outcomes identified in the “Work Plan” document as required

Contractor will utilize three major elements to evaluate prevention services. These include:

Assessment, Evaluation of Progress and Final or Long-Term Evaluation. All three of these elements will use a combination of process evaluation, and outcome evaluation to meet the data collection requirements of the project.

Process evaluation will include meetings held, agendas, attendance, letters sent out to liquor store owners, presentations made, policies passed, etc.

Outcome evaluation refers to collecting and analyzing numeric data that indicates whether desired change is occurring in the community. The California Healthy Kids Survey (CHKS) will be used for this purpose. The PPSDS system will be used to report both process and outcome evaluation.

Assessment phase will consist of two major parts including an examination of existing circumstances and a review of community data. The review of external data will involve a detailed look at the level of ATOD problems by Age, gender, geography, as well as an examination of time trends. A review of past environmental prevention efforts such as various types of stings and sobriety checkpoints will prove useful.

Intermediate phase will involve whether work plan schedules are being met, functioning

and make-up of the coalitions, and whether new problems have emerged that need to be dealt with. After the data from Spring 2017 CHKS is available, there will be a review of where the basic problem of youth and ATOD use/access is to determine whether any progress has been made and whether new problems have emerged.

Final evaluation will include a yearly report to the Department of Health, Behavioral Health Bureau summing up achievements and obstacles encountered. Questions to be answered will include:

1. Did the project do more or less than what was stated in the work plan?
2. Were the expected outcomes achieved?
3. Did a desired change occur within the community?

PRIMARY PREVENTION SUD DATA SERVICE (PPSDS) REQUIREMENTS:

Contractors providing alcohol and drug treatment and/or prevention services shall fully participate in the PPSDS data collection and submission process and shall meet the timelines as established by the County.

Debarment and Suspensions

As required by Executive Order 12549, Debarment and Suspension, certain contracts shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Executive Order 12549 and 12689). The applicant certifies that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department of agency; (b) have not within a three year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (15)(b) of this certification' and (d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default' and Where the applicant is unable to certify any of the statements in this certification, he/she shall attach an explanation to this agreement

EXHIBIT B

PAYMENT PROVISIONS

PAYMENT TYPE

Cost Reimbursed up to the Maximum Contract Amount.

PAYMENT CONDITIONS

- A. 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.
- B. 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.
- C. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Cost Report or audit report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
- D. **Prohibition on Duplicate Billing**
In no event shall CONTRACTOR bill COUNTY for a portion of service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants or sources.
- E. **Timeliness for Claim Submission**
In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey, Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the Behavioral Health Bureau no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services. Invoices for June services shall reach Behavioral Health by July 15th.
- F. **Certification and Payment of Claim by COUNTY**
COUNTY shall promptly certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement. COUNTY will compare the CONTRACTOR claimed amount against the COUNTY authorized amount by mode, service function, fund source and number of units of service. COUNTY shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by COUNTY within 30 days.
- G. **Disputed Payment Amount**
If COUNTY certifies for payment a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify

the reason for the modification. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the COUNTY's 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 dispute until the parties have met and attempted to resolve the dispute in person.

H. **Cost Control:**

CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

- I. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for it. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after CONTRACTOR's receipt of COUNTY's 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. Any costs incurred for dispute resolution will be split evenly between CONTRACTOR and COUNTY.

PAYMENT RATES

COUNTY shall pay the CONTRACTOR at the following rates for the services indicated:

MAXIMUM OBLIGATION OF THE COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$298,056** for services rendered under this Agreement.

Program Description: Friday Night Live (Fiscal Year Period)	Monthly Invoice Amount
FY 2017-18	\$14,641
FY 2018-19	\$14,641

EPICENTER (FNL): AOD Agreement FYs 2017-19	
FY 2017-18 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$ 149,028
FY 2018-19 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$ 149,028
TOTAL AGREEMENT MAXIMUM LIABILITY	\$ 298,056

- B. 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.
- C. 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.
- D. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Cost Report or audit report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
- E. Service Charge Entry, Admission and Discharges. The contractor will be responsible for entering into the AVATAR system, within 72 hours of occurrence, CalOMS Admission and Discharges and entering services provided.

PAYMENT METHOD

1. County will pay CONTRACTOR for the services provided by CONTRACTOR that have been authorized pursuant to this agreement, as hereinafter set forth.
2. CONTRACTOR will submit a separate monthly claim, Exhibit C, and any additional documentation required by COUNTY for each program detailing services rendered to:

Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906

ATTN: Accounts Payable or
MCHDFinance@co.monterey.ca.us

EXHIBIT C: Monterey County Behavioral Health - Invoice Form

Contractor :		The Epicenter	Invoice Number :	
Address Line 1		20 Maple Street, Salinas CA 93901	County PO No.:	
Address Line 2			Invoice Period :	
Tel. No.:		(831) 998-7502	Final Invoice :	(Check if Yes)
Contract Term:		September 1, 2017 - June 30, 2018		
BH Bureau :				BH Control Number

Service Description	Total Contract Amount FY 2017-18	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Program I: Friday Night Live Program	\$149,028			\$0	100%
TOTALS	\$149,028			\$149,028	

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

Signature: _____
 Title: _____
 Date: _____
 Telephone: _____

Send to: MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment
---	---

Authorized Signatory _____ Date _____

EXHIBIT D - CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

The Epicenter

Business Name of Contractor

Gary Vincent

Name of Authorized Representative (printed)

Executive Director

Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT E - ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A. ☐ Employs fewer than fifteen persons;
B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

C.

Contractor's Business Name:	The Epicenter		
Name of Contractor's Designee:	Gary Vincent		
Title of Designee:	Executive Director		
Street:	20 Maple Street		
City:	Salinas	State:	CA
		Zip:	93901
IRS Employer Identification Number:			
I certify that the above information is complete and correct to the best of my knowledge and belief.			

Signature of Contractor:		Date: / /	

I certify that the above information is complete and correct to the best of my knowledge and belief.

By _____
Contractor's Signature

Date

EXHIBIT F - ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers and know about and respect cultural and ethnic differences. They adapt their skills to meet each family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising and emerging practices that are congruent with ethic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities to care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 25%).
- Developing recruitment, hiring, and retention plans that are reflective of the target communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.

- Offer services in Spanish and other necessary languages (such as Tagalog) for at least 50% of all services.

Definitions for Cultural Competency

“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities pg 9)

A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a cultural competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish and Tagalog); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide an emotional environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by clients; staff that is knowledgeable of cultural and ethnic differences and needs and is able and willing to respond to them in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access and decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery and evaluation (County Goal: 25%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Behavioral Health Director or designee to monitor progress and outcomes and report regularly to Behavioral Health coordinating bodies on the progress and outcome(s) of the project.
8. As appropriate, participate in cultural competency trainings offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

The Epicenter

Business Name of Contractor

Gary Vincent

Signature of Authorized Representative

Name of Authorized Representative (printed)

Executive Director

Date _____

Title of Authorized Representative

EXHIBIT G - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective **September 1, 2017** (“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 **The Epicenter** (“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:

I. 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.

II. PERMITTED USES AND DISCLOSURES OF PHI

A Unless otherwise limited herein, Business Associate may:

1. 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;

2. 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;

3. 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);

4. 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);

5. 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;

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

7. 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).

III. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

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

1. use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

2. 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 two (2) 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.

3. 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;

4. 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;

5. 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 or Business Associate's compliance with the Privacy Rule;

6. document disclosures of PHI and information related to such disclosure and, within ten (10) 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) 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;

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

8. 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;

9. if all or any portion of the PHI is maintained in a Designated Record Set:

upon ten (10) 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

upon ten (10) 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;

10. 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;

11. notify the Covered Entity within five (5) 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;

(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.

B 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:

1. 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;

2. 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

3. report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) 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.

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

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

2. 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;

3. 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;

4. 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

5. 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.

IV. TERMS AND TERMINATION

A 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.

B 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) days after the breaching Party's receipt of written notice of such breach.

C 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.

D 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.

V. MISCELLANEOUS

A 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.

B 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.

C 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.

D 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:

The Epicenter

Address: 20 Maple Street, Salinas CA 93901

Attn: Gary Vincent, Executive Director

Tel: (831) 998-7502

If to Covered Entity, to:

Monterey County Health Department/Behavioral Health Bureau

Address: 1270 Natividad Road, Salinas, CA 93906

Attn: Elsa Jimenez, Director of Health

Tel: (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.

E 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.

F 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.

G Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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.

***COUNTY OF MONTEREY, ON BEHALF OF
THE HEALTH DEPARTMENT***

***[BUSINESS ASSOCIATE]
THE EPICENTER***

By: _____

By: _____

Print Name: Elsa Jimenez

Print Name: _____

Print Title: Director of Health

Print Title: _____

Date: _____

Date: _____

EXHIBIT H: COMPLIANCE WITH STATE ALCOHOL AND DRUG PROGRAM REGULATIONS

The parties shall comply with all applicable State Department of Healthcare Services (DHCS) laws and regulations in performing the work and providing the services specified in this Agreement including the following:

1. Contractor shall fully participate in the Primary Prevention SUD Services (PPSDS) for prevention services and any other data collection systems required by the County or the State DHCS.
2. Contractor shall adhere to the Computer Software Copyright laws: CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that state or federal funds available under this Contract will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws. (Reference: Executive Order D-10-99 and Department of General Services Management Memo 00-02).
3. Child Support Compliance Act
CONTRACTOR acknowledges that it:
 - A. Recognizes the importance of child and family support obligations and shall comply fully with all applicable state and federal laws, relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earning assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and,
 - B. To the best of its knowledge, if fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
4. Domestic Partners Act
Pursuant to the Public Contract Code 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a contractor, who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.
5. IV Drug Use Treatment
CONTRACTOR shall ensure that all individuals in need of IVDU treatment shall be encouraged to undergo AOD Treatment (42 USC 300x-23(b) of PHS Act).
6. Tuberculosis (TB) Treatment
CONTRACTOR shall ensure that following related to Tuberculosis (TB)
 - A. Routinely makes available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
 - B. Reduce barriers to patients' accepting TB treatment; and,
 - C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

7. Limited English Proficiency

To ensure equal access to quality care by diverse populations, the provider shall:

- A. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
- B. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
- C. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
- D. Require and arrange for ongoing education and training for administrative clinical, and support staff in culturally and linguistic competent service delivery.
- E. Provide all clients with limited English Proficiency access to bilingual staff or interpretation services.
- F. Provide oral and written notices, including translated signage at key points of contact, to clients, in their primary language informing them of their right to receive no-cost interpreter services.
- G. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language group in the area.
- H. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relative to clinical on non-clinical encounters. Family or friends are not considered adequate substitutes because they actually lack these abilities.
- I. Ensure that the clients' primary spoken language and self identifies race/ethnicity are included in the providers' management information system as well as any clients records used by provider staff.

8. Counselor Certification

Any individual providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in an DHCS licensed or certified program is required to be certified as defined in CCR, Title 9, Division 4, Chapter 8.

9. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, fright, embargo, public related utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the CONTRACTOR arises out of default of its Subcontractor, and if such default of such Subcontractor arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without fault or negligence of either of them, the CONTRACTOR shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Title of Authorized Representative

ADP BULLETIN NO. 09-05

REQUIREMENTS TO ENSURE ACCESS TO SERVICES FOR PERSONS WITH
DISABILITIES

The parties shall comply with all applicable State Alcohol and Drug Program laws and regulations in performing the work and providing the services specified in this Agreement including the following:

- ☐ Americans with Disability Act (ADA);
- ☐ Section 504 of the Rehabilitation Act of 1973;
- ☐ 45 Code of Federal Regulations (CFR), Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance;
- ☐ Title 24, California Code of Regulations (CCR), Part 2, Activities Receiving Federal Financial Assistance and;
- ☐ Unruh Civil Rights Act California Civil Code (CCC) Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities (PWD).

Any enterprise licensed or certified by the Department of Alcohol and Drug Programs (ADP) or any entity (counties or providers) receiving state or federal funding that has been allocated by ADP must comply with these requirements and ensure access to services by the disabled. These statutory and regulatory requirements assist in ensuring Persons with Disabilities are provided access to alcohol and other drug (AOD) prevention, treatment, and recovery services.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of the State's requirements as stipulated in ADP Bulletin No. 09-05 (See attached bulletin and exhibits).

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

The Epicenter

Business Name of Contractor

Gary Vincent

Signature of Authorized Representative

Name of Authorized Representative (printed)

Executive Director

Date

Title of Authorized Representative

Friday Night Live Core Components and Youth Standards of Practice



Friday Night Live/Club Live

Youth Development Standards of Practice (Revised, 2012)

Youth in FNL/Club Live programs will experience the following:

○ **A Safe Environment**

- Physical safety – to feel safe physically, free from the risk of harm.
- Emotional Safety – to feel safe emotionally, to feel like they can be who they are.

○ **Opportunities for Community Engagement**

- Knowledge of Community – to learn about their community and its resources.
- Interaction/Interface with the Community – to interact and work with community members.
- Communication with the Community – to communicate about the program or youth issues.
- Contribution to the Community – to give back and serve the community.

○ **Opportunities for Leadership and Advocacy**

- Decision-Making and Governance – to participate in decision-making and occupy leadership roles, such as staff or board roles.
- Youth Voice – to learn to express their opinions constructively and to hear those of others.
- Action – to take action on issues or projects they care about outside of the program – in the community, at school.

○ **Opportunities to Build Caring and Meaningful Relationships with Peers and Adults**

- Peer Knowledge – to learn about their peers and build relationships with them.
- Adult Knowledge/Guidance – to learn about the adult staff and build relationships with them.
- Emotional Support – to feel supported emotionally by others in the program.
- Practical Support – to feel like their practical needs are met by adult staff.
- Sense of Belonging – to feel like they belong, like they matter to the group and its success.

○ **Opportunities to Engage in Interesting and Relevant Skill Building Activities**

- Specific Skills – to develop and build specific skills through program activities.
- Challenging and Interesting Activities – to engage in interesting and challenging activities.



CHAPTERS

Chapters describe a group of committed young people and at least one adult ally working together. Chapters provide Skill Development, Opportunities, and Outreach through ongoing partnerships at local sites.

Chapter Sites

Chapters provide FNL programs with interactive opportunities to promote youth-led ideas and youth decision-making. Within a chapter, groups can take part in real community change that extends beyond the "chapter walls," beyond the school or site, and into the community at large. In a chapter, youth experience a sense of belonging to something larger than themselves and establish meaningful connections with their peers and adults. Local chapter sites can be housed at a variety of place, such as:

- Schools
- Community Centers
- Churches
- Juvenile Facilities
- Recreation Centers
- Youth Councils
- Mentoring Programs
- Youth Action Groups
- Foster/Group Homes

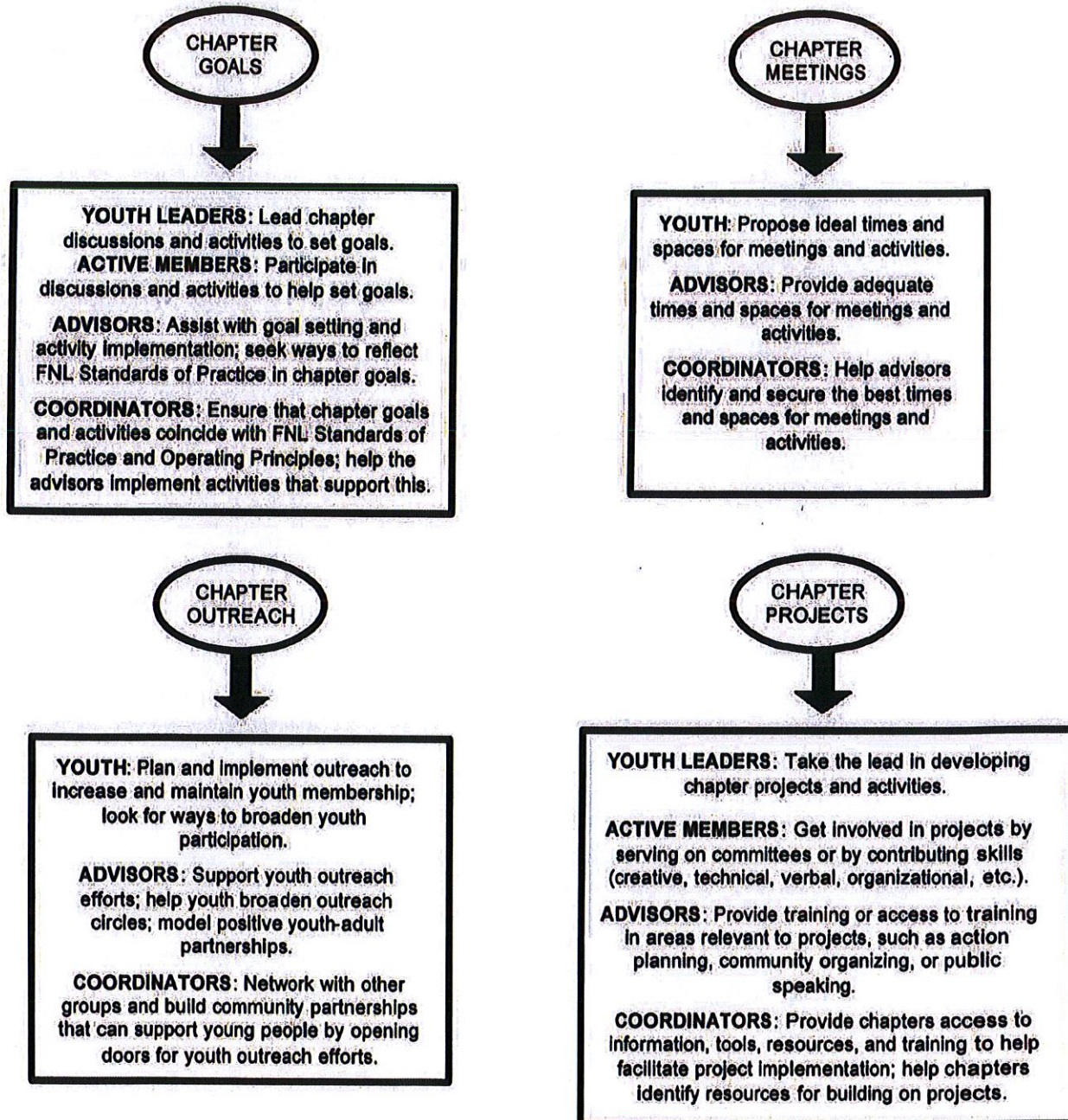
How are CHAPTERS linked to CFNLP's Standards of Practice?

Within each chapter, youth and their adult allies strive to:

SOP Connection	OUTCOME	PRACTICE
	• Provide an emotionally, culturally and physically safe environment...	...by recognizing the diversity of members, establishing group agreements for operations, and engaging groups members in developing group norms, agreements and structures that ensure safety and respect for <i>all</i> types of youth.
	• Make it possible for youth to contribute to their communities and to know about resources and services that are available and accessible to them...	...by promoting other organizations' services and events and by helping youth seek out information that they need or that they are interested in.
	• Gather input from young people about chapter events, action plans, and policies...	...by preparing youth to be chapter leaders and planners, and by implementing formal and informal "feedback" gathering activities (focus groups, interviews, suggestion cards, etc.).
	• Provide opportunities for youth to gain new skills that are designed and based on what they are interested in...	...by involving youth in identifying individual and group skill development goals and by giving youth chances to <i>LEARN BY DOING</i> skills that they are interested in.
	• Establish meaningful and caring relationships among youth and with adults...	...by being a place where relationships are given time to grow and where adults and youth know each other well, understand what motivates each other, and honor what each person contributes to the chapter.

Youth, Advisor, and Coordinator Roles

FNL programs are composed of partnerships between young people, adult advisors and county coordinators. Every project is a team effort between these three players and every success is a shared one. The relationships between the three team "members" is dynamic and interactive, with support and benefit flowing from each and to each; each role supports the others and contributes to the team's overall success. The figures below seek to provide *examples* of the roles played by youth, advisors and coordinators in CHAPTER operations.





OPPORTUNITIES

Opportunities are any safe environment or avenue in which youth and adults accomplish a project or task in partnership, with shared power and ownership.

Opportunities are critical to FNL programs because through opportunities the other three components "pay off," or see the fruits of their labors translated into action. This is where things happen, in schools, communities, neighborhoods, and systems. When youth are provided with the right training and support, opportunities give them a place to shine while also having an impact on both individuals and the community at large.

Examples of Opportunities – not an exhaustive list!

Community Service Learning and Social Action: Young people, in partnership with adults, develop and implement community projects designed to bring about real change. *Projects might focus on a particular cause, increase awareness of an issue, or bring about real, lasting change in a targeted area.*

Leadership and Advocacy: Youth serve on community boards and hold intern or staff positions within FNL programs or local community programs that understand and support the FNL approach. *Service can be on boards of directors, advisory councils, commissions, or any decision- or policy-making body.*

Youth-Led Projects and Activities: Youth develop projects and activities designed to send a consistent positive message about youth culture. *In addition to providing "safe and sober" activities, the chapter plans innovative, youth-led activities that celebrate young people's contributions, such as Poetry Slams, Health Olympics, Youth Forums, talent showcases, and teambuilding exercises.*

Relationship Building: Youth interact with their peers and with adults in structured and non-structured environments. *The chapter can host group development activities such as retreats or team building days.*

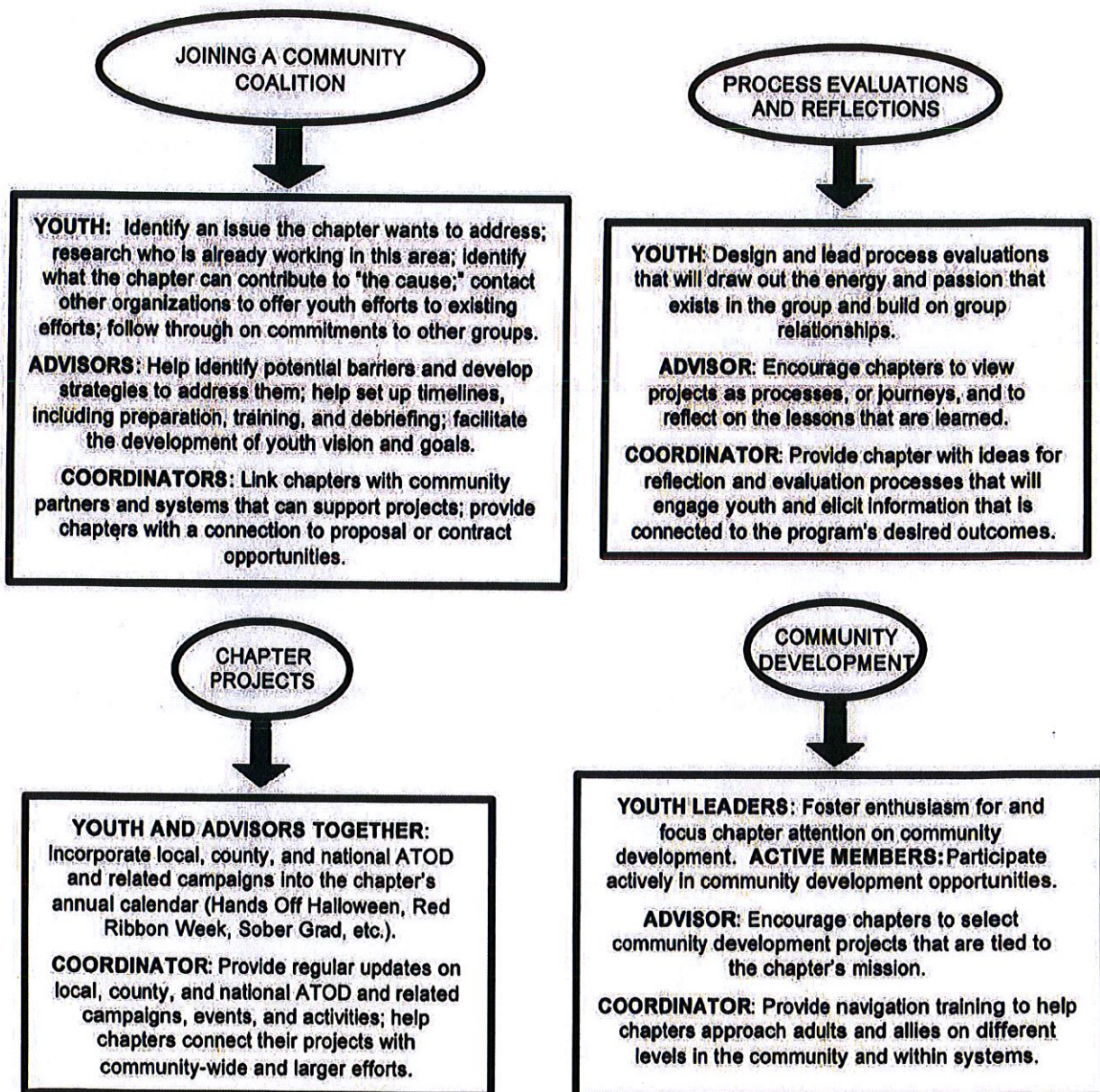
How are OPPORTUNITIES linked to CFNLP's Standards of Practice?

Through opportunities, programs engage youth and adults in projects that:

SOP Connection	OUTCOME	PRACTICE
	• Create an emotionally, culturally and physically safe environment...	... by implementing ongoing group process activities designed to create safe environments; by hosting a community cultural festival to honor a particular culture.
	• Create chances for youth to contribute to their community, learn about what's available and accessible to them, and how to navigate systems...	...by developing service learning projects, joining community coalitions to bring about community change, or making policy recommendations to decision-making bodies.
	• Create ways for youth to be leaders and advocates in their communities and to have an impact on chapter and community projects and policies...	...by including youth in chapter and community development; by establishing a variety of channels for youth to share their ideas; by partnering with youth to turn ideas into reality.
	• Practice new skills to enhance chapter action and community development efforts...	...by providing progressive skill building training that relates directly to a project or action plan, so that youth "learn by doing" each of the steps involved in the project.
	• Create meaningful and caring relationships among youth and with adults by...	...by implementing group and cross-age events such as peer tutoring, team-building days, FNL Mentoring, and long-term processes or projects that deepen relationships; by incorporating group development activities into planned projects.

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OUTREACH

Outreach engages youth, adults, and systems in building the partnerships that create positive and healthy youth development

Through outreach, FNL seeks to involve as many young people, from as many different backgrounds, communities, and environments as possible. The goal is to be intentional about engaging all young people – from non-traditional leaders to youth in recovery, from multiple ethnic and cultural communities, and beyond. Outreach also extends to adults and community partners that can contribute to and participate in FNL partnerships. Outreach is more than simply increasing membership numbers; it's about enhancing the quality of FNL partnerships by making efforts to be as inclusive and complete as possible.

Facets of Outreach

- **Building Relationships:** seeking ways to bring more and more people into FNL partnerships.
- **Opening Doors:** making FNL opportunities available to the widest range of youth and adults.
- **Understanding Other Cultures:** working to be inclusive and welcoming of all young people.
- **Educating Partners and Systems:** getting the word out about positive youth development.
- **Articulating Our Mission:** learning to effectively communicate the ideas and purpose of all FNL programs.

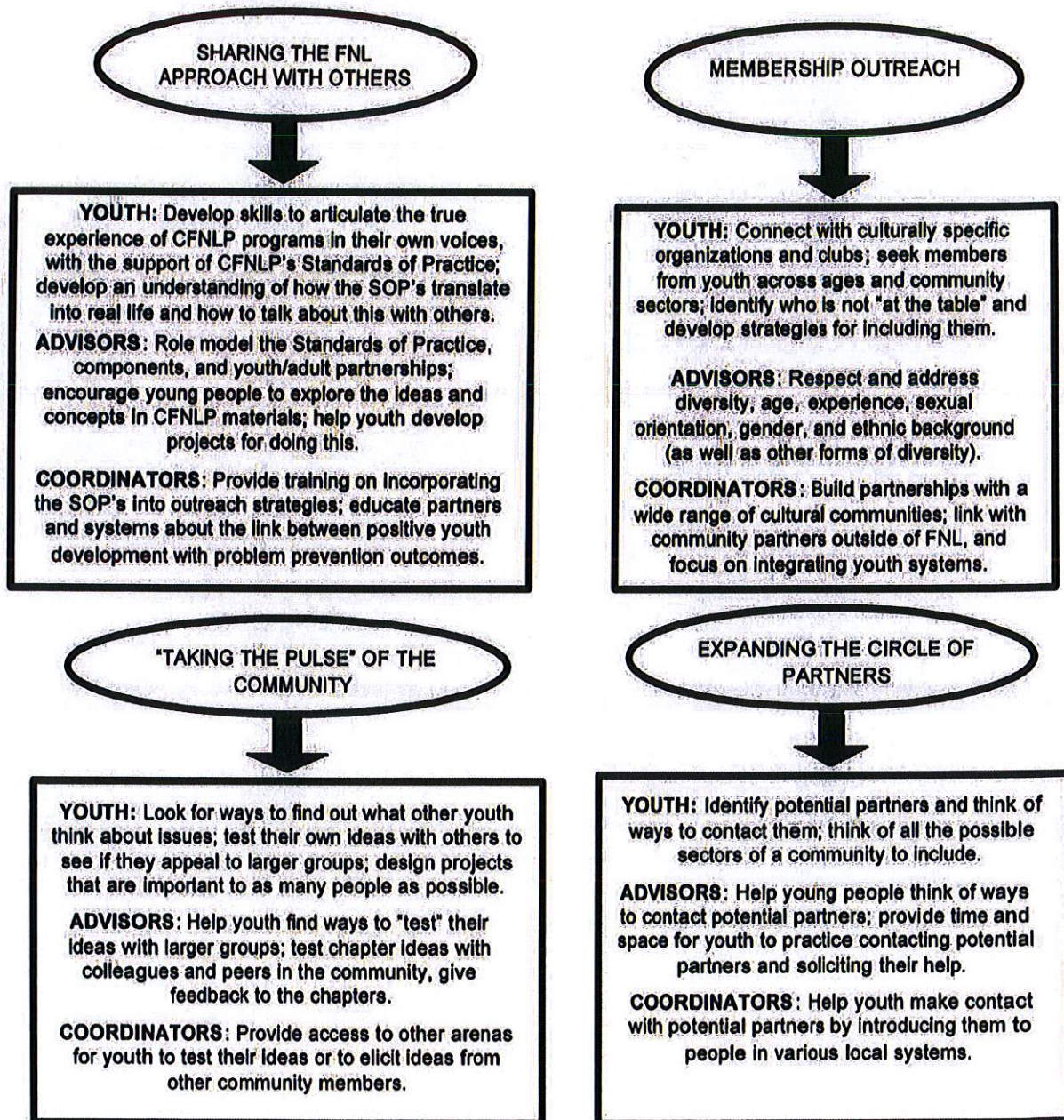
How is OUTREACH linked to CFNLP's Standards of Practice?

Through OUTREACH, youth, adult allies and county staff will:

SOP Connection	OUTCOME	PRACTICE
	Develop and participate in an emotionally, culturally and physically safe environment...	...by intentionally seeking diverse new partners to become part of the program and to help shape its environment and by actively promoting the understanding of different cultures and experiences.
	Develop opportunities for youth to get involved in their community and establish connections with resources that are available to them...	...by teaming up with a local service organization to implement projects that will benefit the community, educate the young people, and create a partnership between the organization and the FNL program.
	Participate in opportunities to be leaders and advocates for themselves, within their chapters and schools, as well as in the larger arena of their communities...	...by establishing ways for youth members to "take the pulse" of other members and their peers in general so that they can effectively design projects and policies that truly appeal to young people.
	Develop and practice new skills for conducting outreach activities designed to engage the widest possible range of youth and adults...	...by being intentional about how the program is presented and promoted and by ensuring that youth are able to articulate FNL's mission, goals, and vision.
	Develop meaningful and caring relationships with a wide range of youth and adults...	...by seeking ways to broaden the "circle of partners" that comprise the program.

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A graphic consisting of a black rounded rectangle with a white label inside that says "SKILL DEVELOPMENT". This is set against a larger orange rounded rectangle.

SKILL DEVELOPMENT

Skill Development occurs in purposeful activities and opportunities that promote or result in building skills, mastery, resiliency, and core competencies.

Skill Development occurs while youth are preparing for a specific project, developing chapter goals, or participating in general activities. In order to ensure that skill development is happening, approach every project, meeting, event, and activity with an eye for how youth can contribute skills they already have as well as learn and practice new ones. Always ask the questions: "Which young person can do this? Who might want to learn? How can I actively involve them in this project?" It is important to recognize that skill building is a *process* and not an isolated event or training; skill building includes training as well as opportunities to apply, and training content and support from adult allies to use new skills.

Competency Categories¹

Creative and Cognitive Skills:

- Problem-solving and action planning
- Creative expression; linking creativity to action

Vocational and Job Skills:

- Job and career options
- Youth philanthropy and entrepreneurship

Personal and Social Skills:

- Conflict resolution, refusal skills, peer mediation, coping skills, facilitation skills, action planning, and navigational skills

Civics and Citizenship:

- Understanding national, racial, historical, socioeconomic, ethnic, and ethical issues
- Being accountable to the larger society
- Contributing to others

Health and Physical Well-being:

- Consequences of risky behavior
- Information and knowledge about nutrition, exercise, hygiene

¹ Karen Pittman, Academy for Educational Development

How is **SKILL DEVELOPMENT** linked to **CFNLP's Standards of Practice**?

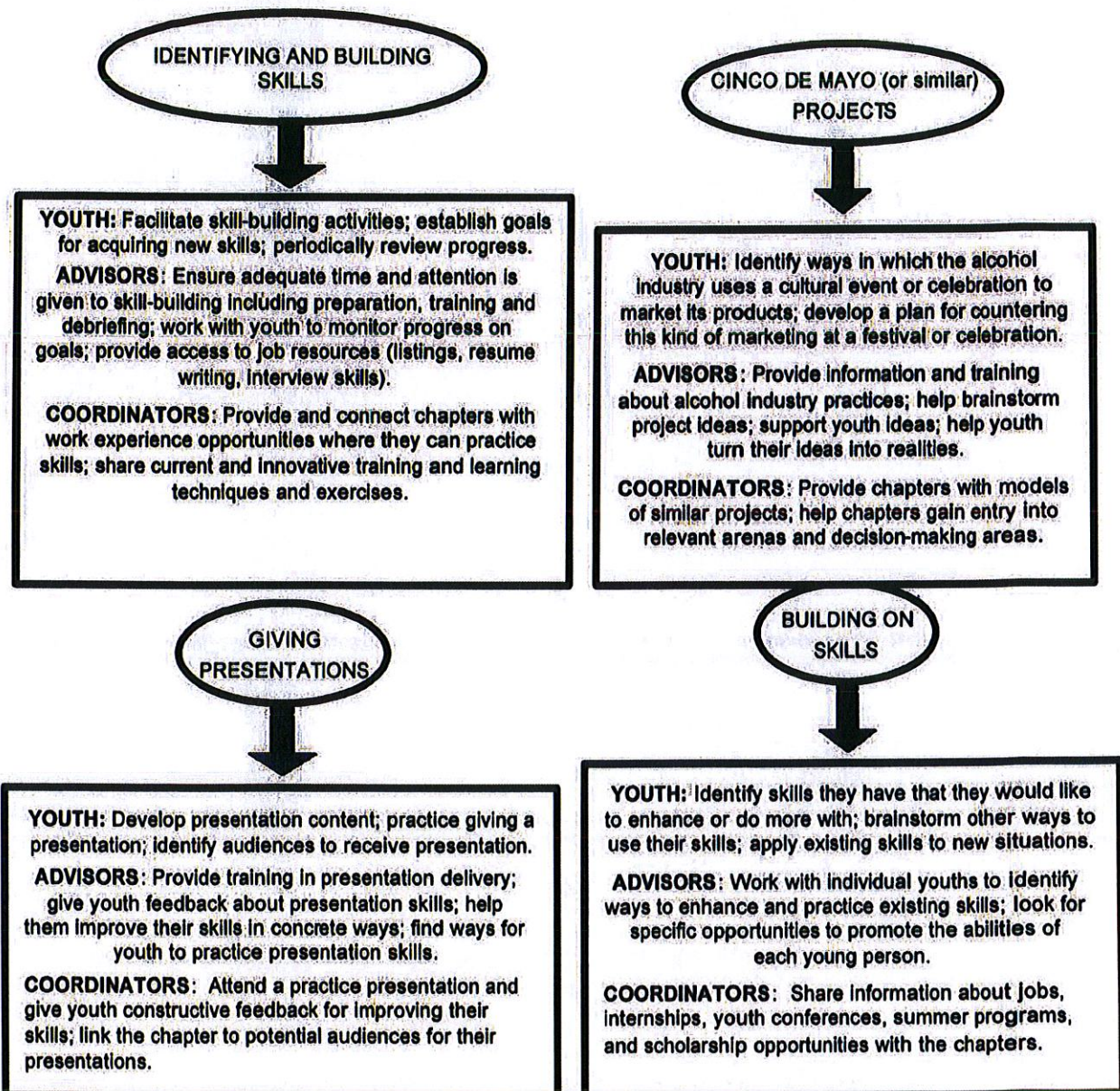
Through skill development, youth can::

SOP Connection	OUTCOME	PRACTICE
	Practice and develop skills for creating healthy and safe (emotionally, culturally, and physically) environments...	... by implementing an alcohol education campaign that addresses social acceptance rather than individual use; include a cultural theme, such as reclaiming a cultural holiday (e.g., Cinco de Mayo).
	Practice and develop skills for getting involved in and contributing to their community...	...by engaging in projects and activities that are linked to or intended to benefit the community, especially those that address policies and systems.
	Practice and develop leadership and advocacy skills for having influence over chapter and community operations – action plans, projects, events, activities, and policies...	...by engaging in projects that result in real change – in the program or community – such as incorporating youth ideas into chapter by-laws or advocating for youth in legislative arenas.
	Practice and develop meaningful skills that capture their interest and participation...	...by engaging in self-assessment or group inventory projects that help them define their interests and highlight their talents; by developing a job resource guide based on their career goals.
	Practice and develop personal and social skills for creating meaningful and caring relationships among their peers and with adults...	...by implementing activities designed to build group cohesion and enhance group processes.

Friday Night Live builds partnerships for positive and healthy youth development which engage young people as active leaders and resources in their communities.
California FNL programs include: Friday Night Live, Club Live, FNL Kids, and FNL Mentoring.

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