

CITY OF STOCKTON
STANDARD AGREEMENT – Amended Agreement

EXHIBIT 1

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Community Medical Centers Inc. ("Contractor") as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on: Upon execution

Terminates on: December 31, 2028

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$4,500,000.00

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A- Statement of Work

(b) Exhibit B - Insurance

(c) Exhibit C - General Terms & Conditions

(d) Exhibit D - Professional Services Special Terms & Conditions

(e) Exhibit E - Compensation Schedule

(f) Exhibit F - Timeline

(g) Exhibit G - Special Funding Terms & Conditions ARPA (if applicable check box) YES

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.


CONTRACTOR

Community Medical Centers Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date


Christine Noguera (Oct 25, 2023 17:27 EDT)

Oct 25, 2023

Printed Name and Title of Person Signing

Christine Noguera, Chief Executive Officer

Address

7210 Murray Drive, Stockton, CA 95210

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY:

EXHIBIT A

STATEMENT OF WORK

1. Project Objectives

- 1.1 To utilize funds received through the National Opioid Settlement to remediate and provide activities that end, reduce, or lessen the effects of the opioid epidemic in communities and include prevention, intervention, harm reduction, treatment, and recovery services.

The City is contracting with Community Medical Centers (“Contractor”) to utilize all funding received by the City of Stockton (“Participating Subdivision”) (“City”) through the California Opioid Settlements (“Program”), of which the total amount to be received is currently unknown. The Participating Subdivision receives funding from the settlement through annual payments based on an allocated percentage of National Opioid Settlement funds. The City will issue to Contractor all funding received through its allocated percentage, but in no event shall the amount issued by the City exceed \$4,500,000 (Four Million, Five Hundred Thousand Dollars). Contractor shall receive funding only from National Opioid Settlement Funds and the Participating Subdivision shall not be obligated to provide funding from any other funding source.

2. Project Scope

- 2.1 Contractor will expand the existing Substance Use Disorder (SUD) treatment infrastructure delivered through the CMC Respite Center to incorporate approved Program objectives as defined in the Major Deliverables and Supporting Tasks.

See attached Scope of Work (Attachment A – Scope of Work).

3. Major Deliverables

- 3.1 Support core strategy to provide Medication-Assisted Treatment (MAT) and Other Opioid-Related Treatment.

3.1.1 Expand availability of treatment for Opioid Use Disorder (OUD) and any co-occurring SUD or Mental Health (MH) condition through evidence-based or evidence-informed programs and strategies.

3.1.2 Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow

or integrate medication and include other support services.

- 3.2 Expand core strategy of Warm Hand-off Programs and Recovery Services.
 - 3.2.1 Expand warm hand-off services to transition to recovery services.
 - 3.2.2 Broaden scope of recovery services to include co-occurring SUD or MH conditions.
 - 3.2.3 Provide comprehensive wrap-around services to individuals in recovery, including aftercare direct services and referrals or assistance to obtain housing, transportation, job placement/training, and childcare.

4. Tasks That Support the Deliverables

- 4.1 Contractor will expand the substance use disorder (SUD) treatment infrastructure that is delivered through the CMC Respite Center, to include providing withdrawal care and residential treatment in a community-based setting for individuals experiencing uncomfortable withdrawal symptoms deemed mild to moderate for sub-acute level of care.
- 4.2 Contractor will support mobile intervention, treatment, and recovery services which includes aftercare, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD and for persons who have experienced an opioid overdose.
- 4.3 Contractor will implement evidence-based practices and service delivery consistent with the American Society of Addiction Medicine (ASAM) guidelines, such as *Living in Balance* curriculum, Motivational Interviewing, Cognitive Behavioral Therapy.
- 4.4 Contractor will provide comprehensive screening and assessments of participants using validated tools to identify level of care. Tools include Patient Health Questionnaire (PHQ-9), Generalized Anxiety Disorder Scale (GAD-7), Treatment Needs Questionnaire (TNQ), Drug Abuse Screening Test (DAST), CAGE Substance Abuse Screening Tool, Office-Based Opioid Treatment Stability Index (OBOT).
- 4.5 Contractor will refer patients to MAT, direct dental, medical and mental health/behavioral health care through its role as a comprehensive health care system for underserved patients.
- 4.6 Contractor will provide targeted case management to participants that addresses recovery and treatment planning, including aftercare and

transportation assistance and referrals to housing services, benefit enrollment, other treatment centers, food, clothing, and other community resources.

- 4.7 Contractor will reduce gaps in the ASAM continuum of care for OUD and any co-occurring SUD/MH conditions by providing training on evidence-based practices for SUD to all center staff to ensure effective treatment practices each year.
- 4.8 Connect with local partners, such as the San Joaquin County Opioid Safety Coalition, to leverage programs and resources, and to develop a coordinated and transparent process.

5. Criteria of Acceptance for Deliverables

- 5.1 Contractor will ensure all Federal, State, and local requirements are met through this process.
- 5.2 Contractor will ensure that respite facility patients have access to CMC primary clinic outpatient services, while ensuring that populations are kept separately to maintain program fidelity and avoid co-mingling of services.
- 5.3 Contractor will collect, store and extract all relevant data to support Program requirements and will provide data to Participating Subdivision for reporting purposes on an annual basis at minimum.

6. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Community Medical Centers
Attn: General Counsel
7210 Murray Drive
Stockton, CA 95210

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

w/ a copy to:
Chief Executive Officer

7. Key Personnel

Christine Noguera, Chief Executive Officer (209) 373-2826

8. Option to Renew.

The term of the Agreement may be extended up to 2 (two) additional years by a written amendment executed by both parties.

Exhibit B:
Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification of no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

REV 2022-05-17

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

REV 2022-05-17

provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. Contractor shall hold harmless, defend, and indemnify City of Stockton and its officers, officials, employees, and volunteers from any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) to the extent that they directly or indirectly arise out of Contractor's performance of or failure to perform work hereunder. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement. Contractor shall defend City of Stockton in accordance with and to the extent of the above indemnification, provided that Contractor is: i) promptly notified by City of Stockton, in writing, of any claims, demands or suits for losses; ii) given all reasonable information and assistance by City of Stockton; and iii) given full control over any resulting negotiation, arbitration or litigation. If such foregoing requirements are not met, Contractor's obligations herein shall be deemed waived.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including

race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

(42 USC Section 2000d) <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D**PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS**

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

5.1.2 Contractor acknowledges that funding is restricted to Opioid Settlement funds, and any reimbursement and/or compensation shall only be provided subject to availability of these funds.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services

undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The “not to exceed” amount identified in Exhibit A is the maximum amount of compensation the Contractor shall be paid, contingent upon the aggregate of Opioid Settlement Funds distributed through the Settlement Administrator during the contract term. The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City-approved reimbursable expenses, if any. In the event Settlement funds received are less than anticipated, the City shall have no obligation to provide funding from any other City funding source. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such as a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without

additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 5%.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	Withdrawal care and residential SUD treatment for patient: <ul style="list-style-type: none"> Room and board for up to 14 days 3 meals per day + round-the-clock monitoring Educational sessions Group counseling sessions Recovery and Treatment Planning 	\$300 daily per bed
1	Aftercare Recovery <ul style="list-style-type: none"> SUD counseling 1X per week for 4 weeks each, \$88 (clients may need additional time depending on assessed need). Assistance with transition and resource connection for ongoing support and outpatient treatment. Transportation to and from programs to establish and engage patient in outpatient services, sponsor and support groups; \$65. 	\$153 per person
	TOTAL PRICE	\$ Not to exceed \$4,500,000

3. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton, City Manager's Office
 Attention: Alex Bailey
 425 N. El Dorado Street
 Stockton, CA 95202
alex.bailey@stocktonca.gov

EXHIBIT F**TIMELINE**

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

- | | | |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1.1.1 | Conduct outreach and increase awareness of SUD services offered by Respite Center via presentations, partnership meetings, site tours, tabling at community fairs and events | Ongoing |
| 1.1.2 | Support treatment of Opioid Use Disorder and expenditure of Settlement funds through:
-Deliverables and Tasks detailed in Exhibit A
-Scope of Work detailed in Attachment A | Ongoing |
| 1.1.3 | Provide to Participating Subdivision for reporting:
-Outcome Measurement Data
-Budget Expenditures
-Program Narrative | Semi-Annual |

City of Stockton Scope of Work
Community Medical Centers Respite Center Services
Proposal for Opioid Settlement Funds Program

CMC Respite Center, located at 201 Stanislaus St., Suite 102, will provide withdrawal care and residential substance use disorder treatment at a cost of \$300 per bed day per patient in a community-based setting for individuals experiencing uncomfortable withdrawal symptoms deemed mild to moderate for sub-acute level of care. The respite area admits patients based on assessment of symptoms to ensure appropriate level of care and coordinates with local hospitals for transport of urgent cases.

The center operates 24 hours per day, 7 days per week, offering patients around-the-clock monitoring. It houses a women's shared quarters with 5 beds and a women's restroom, and a men's shared quarters with 6 beds and a men's restroom. One additional private room/bed is designated for special needs cases, such as pregnancy or other physical or health needs requiring privacy.

Patients are provided:

- Room and board for up to 14 days, including three (3) meals per day and around-the-clock monitoring.
- Educational sessions that assist patients in learning life skills and other recovery programming.
- Group counseling session will be held to provide evidence-based counseling services in groups of six (6) persons, where participants support each other in a non-judgmental environment.
- Recovery and Treatment Planning to help participants identify problems to be addressed, objectives to reach, action steps for participants to take in order to reach objectives and target dates for those objectives.

CMC Respite Center is co-located next to a CMC primary clinic that provides outpatient services, including Medication Assisted Treatment (MAT). While respite facility patients will have access to these services, the populations will be kept separately to maintain program fidelity and avoid co-mingling of services. CMC integrates a holistic whole-person care model, trauma-informed care and harm reduction strategies in response to the community's need for addressing areas such as homelessness, poverty, crime and health equity.

This includes a commitment to implementing evidence-based practices:

- a) The Living in Balance curriculum to address substance use disorders (SUD). The program aligns with DSM-5 classifications and draws upon cognitive-behavioral, experiential and 12-Step approaches to produce lifelong recovery. It is appropriate for inpatient, outpatient and intensive outpatient settings (Hoffman et al., 1996).
- b) Motivational Interviewing, a counseling method for participants to resolve ambivalence and discover the self-motivation needed to change their behavior (Darker et al., 2015).
- c) Cognitive Behavioral Therapy, a psychotherapeutic treatment that helps to identify and address destructive thought patterns that negatively affect behaviors, including substance use (McHugh et al., 2010).

- d) These services are delivered consistent with the American Society of Addiction Medicine (ASAM) guidelines at both level 1 and level 2 degrees of intensity (“ambulatory withdrawal management with and without extended on-site monitoring”).

CMC provides comprehensive screening and assessments of participants using validated tools to identify level of care. They include:

- a) During their first appointment the participant will complete the Patient Health Questionnaire (PHQ-9) and the Generalized Anxiety Disorder Scale (GAD-7).
- b) If it becomes evident the participant may be experiencing a SUD, they are encouraged to complete the Treatment Needs Questionnaire (TNQ). If this screening form identifies any intravenous drug use, prior receipt of MAT, use of cocaine or benzodiazepines, or alcohol misuse, then the consumer is referred to complete a full behavioral health assessment.
- c) During the assessment, the consumer is instructed to complete the Client Satisfaction Questionnaire (CSQ-8), the Drug Abuse Screening Test (DAST) for a more detailed exploration of their drug use history if they reported prior drug use, and the CAGE Substance Abuse Screening Tool (CAGE) if they report a history of alcohol problems.
- d) The individual will then be referred to receive either withdrawal management, MAT, counseling, case management, and/or respite care, based on the outcome of the assessment. Individuals referred to receive MAT will complete the Office-Based Opioid Treatment Stability Index (OBOT) at initiation of treatment, and then at monthly intervals to review patient stability and recovery outcomes.

As a comprehensive health care system for underserved patients, CMC is able to refer patients to Medication Assisted Treatment, direct dental, medical and mental health/behavioral health care in addition to ongoing outpatient substance use disorder treatment. Additionally, program participants receive targeted case management to address recovery and treatment planning, including providing referrals to housing services, benefit enrollment, other treatment centers, food, clothing and other community resources.

CMC works in partnership with local hospitals, other treatment centers, social services, County Behavioral Health Services and justice system partners. In practicing harm reduction, the treatment team respects the rights of individuals who use drugs and treats them with compassion and dignity.

The center operates a drug-free environment with enactment of policies and procedures that include regular alcohol and drug testing onsite, agreements in which patients acknowledge rules that prohibit alcohol, illicit drugs or non-prescription drugs on grounds.

Aftercare

CMC provides aftercare as part of patient recovery. Aftercare encompasses activities that support successful outcomes, and they include interventions and resources that help patients cope with triggers, stress, and cravings. This service is critical, as patients often encounter difficulties during this transition period. Patients are at the highest risk for relapse during the first few months after leaving a residential treatment program. It is estimated that 40% to 60% of people in recovery experience a relapse at some point. Aftercare plans vary for each patient based on needs.

Goals and Objectives

Community Medical Center’s (CMC) program goals and objectives for the Respite Center were developed in collaboration with community partners to align with responsiveness efforts. They are:

Goal 1. Reduce systemic gaps which lead to the underutilization of substance use treatment services.

Objectives:

- Address systemic and social determinants of health that lead to the underutilization of services in residents with substance use disorder or co-occurring disorders by providing comprehensive assessment that includes assessment of social determinants of health to at least 300 residents by the end of each year of operation.
- Engage at least 300 residents in substance use treatment by the end of each year of operation.

Goal 2. Improve access to mental health services for residents of the respite center.

Objectives:

- Provide referral and linkage to mental health services to at least 80% of residents through the CMC system of care or through partnering agencies to address trauma and other mental health concerns each year.
- Provide mental health screening and assessment, as part of the comprehensive intake and assessment process, to all individuals enrolled for services each year.

Goal 3. Reduce gaps in the substance use disorder continuum of care.

Objectives:

- Provide training on evidence-based practices for substance use treatment to all center staff to ensure effective treatment practices each year.
- Provide aftercare and recovery support during a transitional period, including outpatient services, to address the risk of relapse.

Target Population

Adults with sub-acute detox needs for substance use, including opioid use, qualify as the target population. Participants will include everyone who is either referred or self-referred to the center for withdrawal services during the evaluation period.

Catchment Area

The catchment area is Stockton and the Greater Stockton Area (San Joaquin County). The Respite Center is centrally located at 201 Stanislaus St., Suite, 102, in downtown Stockton, a region disproportionately impacted by SUD. California Department of Public Health (CDPH) data show that downtown Stockton has one of the highest age-adjusted rates per 100,000 residents for opioid-related incidents in San Joaquin County (Stockton: 35.64 in zip code 95202, and 37.34 in zip code 95203). Fentanyl use has become a major health concern in recent years. SJC Public Health Services reported the age-adjusted rate of fentanyl-related overdose rate skyrocketed from 0.4 per 100,000 people in 2018 to 8.35 in 2021 (CDPH, 2020). Age groups 20-24 and 25-29 have the highest fentanyl-related death rates (15.4 and 12.46) than any other age group in SJC. The Respite Center provides a critical service, as the only community-based Level 3 withdrawal center in Stockton and the entire San Joaquin County.

Outreach Plan

CMC works with community partners to increase awareness about SUD services offered by the Respite Center. Efforts include conducting presentations, attending partnership meetings, providing site tours and participating in tabling events at community fairs and events. By working with partners throughout the Stockton area, CMC can avoid duplication of services and we can leverage existing resources to conduct bi-directional referrals and fill gaps in the continuum of care for SUD and behavioral health. Our partners include, but are not limited to:

Locations	Resource	Address	Criteria/Guidelines
Stockton	Stockton Shelter For Homeless	411 S. Harrison Street Stockton, CA 95203	Family/Single Ladies Only

Stockton	Stockton Shelter For Homeless	611 Church St. Stockton, CA 95203	Men Only Facility
Stockton	Gospel Rescue Mission	445 S. San Joaquin St. Stockton, CA 95203	Men Only-Faith Based Facility
Stockton	Women's Center Youth and Children	620 N. San Joaquin Street Stockton, CA 95202	Women Center for Youth & Children
Stockton	Saint Mary's Homeless Shelter	545 W. Sonora Street Stockton, CA 95203	Men/Women/Women with Children/Young Adults & families

Data Collection Procedures

In line with current practices, if the participant does not already have an electronic health record (EHR) at CMC, one is created upon intake. The EHR contains all of the participant's demographic information and an ongoing record of their care, and data is entered into the CMC's EHR system-NextGen. Upon intake the participant will complete the Patient Health Questionnaire (PHQ-9) and the Generalized Anxiety Disorder Scale (GAD-7) and the Treatment Needs Questionnaire (TNQ), which identifies any intravenous drug use, use of cocaine or benzodiazepines, or alcohol misuse. The participant then undergoes a full behavioral health assessment using the Client Satisfaction Questionnaire (CSQ-8), the Drug Abuse Screening Test (DAST) for a more detailed exploration of their drug use history if they reported prior drug use, and the CAGE Substance Abuse Screening Tool (CAGE) if they report a history of alcohol problems. The individual will then be referred to receive either withdrawal and/or respite care. If MAT is appropriate as assessed using the Office-Based Opioid Treatment Stability Index by a medical provider, then the patient will be prescribed medication and monitored when appropriate. The patient will also be referred to onsite group counseling, case management, and reassessed routinely.

CMC will track the number of days participants stayed, as well as whether the patient was successfully (meaning the participant completed program as directed) or unsuccessfully discharged (not completed program as directed). These data are used to both inform care, and track symptom progression over time. All the data will be stored within the CMC EHR, and at each reporting stage this data will be extracted by CMC analysts and provided to the evaluation team for analysis.

CMC providers track basic demographic information and ongoing care information in a dedicated tracking sheet specifically designed for the evaluation. For the purposes of this evaluation, only the data collected using these tracking sheets will be used. In subsequent evaluations the primary data used to track participant demographics, service use over time, and outcomes will be obtained from the CMC EHR and augmented by the tracking sheets where necessary.

Data elements collected include, but are not limited to:

Demographic	Gender
	Age
	Race and Ethnicity
	Marital Status

	City of Residence
SUD Treatment	Referral Source
	Screening and Assessment Results
	Primary Drug
	Age of First Use
	History of Treatment
	Admission Date
	Encounter Data/Type of Services Provided (MAT, Assessment, Counseling, Case Management)
	Exit Date
	Program Completion/Non-completion
	Referrals Provided
Social Determinants	Housing Status
	Employment
	Education
	Insurance
	Food Insecurities
	Transportation