



## **GUILFORD COUNTY CONTRACT NO. 90006918**

**THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2024, by and between GUILFORD COUNTY, ON BEHALF OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC HEALTH, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “County,” and DAYMARK RECOVERY SERVICES, INC., hereinafter referred to as the “Daymark,” and also collectively referred to as the “Parties.”**

### **W I T N E S S E T H:**

**WHEREAS**, Guilford County owns 3.34 acres of real property and improvements located at 5209 West Wendover Avenue, High Point, North Carolina 27265 (hereinafter “Gibson Park”) which is currently utilized to assist persons with substance use illness;

**WHEREAS**, fatal overdose is one of the most visible harms of opioids; and

**WHEREAS**, the overdose death rate in North Carolina was 39 out of 100,000 people in 2021; and

**WHEREAS**, the overdose death rate in Guilford County was 46 out of 100,000 people in 2021; representing 249 people in Guilford County who died from overdose in that year; and

**WHEREAS**, the overdose death illicit drug involvement rate in North Carolina was 78 out of 100 overdose deaths in 2021; representing 3,166 people in NC who died from illicit drug overdose in that year; and

**WHEREAS**, the overdose death illicit drug involvement rate in Guilford County was 76 out of 100 overdose deaths in 2021; representing 190 people in Guilford County who died from illicit drug overdose in that year; and

**WHEREAS**, the Guilford County Board of County Commissioners, having recognized the aforementioned crisis, the misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of opioid analgesic, joined the State of North Carolina, other North Carolina counties and municipalities in entering national settlements which aim to aid in abating the public health crisis caused by the opioid epidemic; and

**WHEREAS**, programming and utilization of these national settlement funds are focused on assisting to the greatest extent possible Guilford County residents in fighting opioid addictions;

**WHEREAS**, Guilford County intends to use some of those Opioid Settlement Funds to provide expanded medically necessary Opioid Use Disorder Recovery and Treatment Services to its residents in a residential treatment or rehabilitation facility within Guilford County for individuals with substance use disorders in addition to providing individual, group and family counseling services;

**WHEREAS**, the use of Medication Assisted Treatment (“MAT”) at Gibson Park will assist in allowing additional admissions to Gibson Park for substance abuse treatment;

**WHEREAS**, Daymark has submitted a proposal to provide such Medication Assisted Treatment along with its residential treatment services for individuals with substance abuse disorders at Gibson Park; and

**NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:**

1. **SERVICES & SCOPE OF WORK.** Daymark will provide low-barrier, Medication Assisted Treatment (hereinafter “MAT”) to residents at the Gibson Park facility in addition to the existing substance abuse residential treatment programming already provided at Gibson Park.

2. **FEDERAL AND STATE CONTROLLING AUTHORITY.** This Contract is governed by the following controlling authority (hereinafter “controlling authority”):

- a. Title XIX of the Social Security Act, N.C. Gen. Stat. Chapter 108A, the North Carolina State Plan for Medical Assistance;
- b. North Carolina Medical Providers False Claims Act, N.C. Gen. Stat. 108A-70.10;
- c. The Federal Anti-Kickback statute located at 42 U.S.C. §1320a-7b(b); the federal False Claims Act under 31 U.S.C. §3729-3722;
- d. Federal and North Carolina rights and confidentiality regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996, specifically including 45 CFR Part 164, alcohol and drug abuse patient records laws as codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2;
- e. North Carolina licensure and certification laws, rules and regulations applicable to Daymark;
- f. North Carolina Medicaid and Health Choice Provider Requirements pursuant to N.C. Gen. Stat. Ch. 108C;
- g. Americans With Disabilities Act, Titles VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation act of 1973, the Age Discrimination Act of 1975, in that that no person shall, on the grounds of sex, age, race religious affiliation, handicap, or national origin, be subjected to discrimination in the provision of any services or employment practices related to this Contract; and
- h. The Drug Free Workplace Act of 1988.

3. **DAYMARK RESPONSIBILITIES.** Daymark shall be responsible for the following services pursuant this contract:

- a. Daymark will continue to provide 24-hour residential treatment for drug abuse disorders providing active treatment and a structured living environment for individuals with substance abuse disorders in a group setting for individuals that have detoxed prior to entering the facility;
- b. Daymark will continue to provide individual, group and family counseling and education to individuals with drug abuse and alcohol use disorders;

- c. Daymark will provide adequate and appropriate staff to provide appropriate medical oversight of and administration of medication to individuals located at Gibson Park participating in MAT, to include:
- (1) At least 0.6 Full Time Equivalent of advance practice provider/prescriber time; and
  - (2) One (1) full time registered nurse to service the individuals located at Gibson Park.
- d. Daymark will be responsible for the acquisition and maintenance of an appropriate, adequate stock of pharmaceuticals at the Gibson Park facility to ensure the ability to administer the MAT program;
- e. Daymark will, whenever possible, submit eligible expenses and services to Medicaid for reimbursement complying with record retention regulations;
- f. Daymark will keep the following Performance Measures:
- Race/Ethnicity
  - Age
  - Gender
  - Housing Status (housed, unhoused – sheltered, unhoused – unsheltered)
- g. Daymark will keep the following referral information:
- # of referrals received for program total
  - # of referrals who attended the 1st appointment or intake as scheduled in total
  - # of patients who are justice-involved that were referred to program
  - # of patients who self-identify involvement in the court system (self-identifying may include 3<sup>rd</sup> party provided information)
  - % of individuals are referred to or apply for program who are accepted
  - % of individuals referred but denied and denial reason by type as defined by the provider
  - # of patients by referrer (e.g. EMS, Cone Health, BHC, GC STOP)
- h. Daymark will keep the following outcomes information:
- (1) For Patients with Opioid Use Disorder (“OUD”) –
    - # of unique patients who have Opioid Use Disorder, served, who report they are satisfied with services
    - # of clients who complete entire treatment program as defined by their treatment plan
    - # of clients who, after completing the treatment program, return within 1 year
    - # of clients who are discharged with a transition plan or known destination
    - Average length of Stay
    - Discharge Services by Type
  - (2) For Patients with other substance use disorders:
    - # of unique patients who have Opioid Use Disorder, served, who report they are satisfied with services

- # of clients who complete entire treatment program as defined by their treatment plan
- # of clients who, after completing the treatment program, return within 1 year
- # of clients who are discharged with a transition plan or known destination
- Average length of Stay
- Discharge Services by Type

(3) For Waitlist:

- # of unique patients who want to enter program but have been put on a waitlist due to space considerations
- Average length of time on waitlist

(4) Reporting Format for Performance Measures – shall be provided to County as shown in Attachment 1 which is attached hereto and incorporated herein by reference. All performance measures as outlined in Section 3, paragraphs F, G, and H above shall be provided to the County by June 30, 2025.

- i. Daymark shall operate and provide services in accordance with the Controlling Authority above listed;
- j. Daymark shall verify residency and citizenship for all individuals receiving services under this Contract in accordance with Medicaid Regulations MA-2221 and MA-3335 by requesting and reviewing the following: a current driver's license or state identification card; a current rent or mortgage payment receipt; a current utility bill with the individual's name listed on it, real or personal property tax records, motor vehicle registration, a document showing the individual is or currently receiving public assistance and /or the individual is residing with a family member or friend(s) and they intend to remain in Guilford County and produce the above-stated documentation and sign an Affidavit certifying the person is residing with them along with the individual client signing the Affidavit listed below. For individuals claiming homelessness, the individual must state they intend to reside in North Carolina and sign an Affidavit certifying their residence pursuant to N.C. Gen. Stat. §108A-55.3(c); Residency requirements include:
  - (1) Being physically present in Guilford County and having the intent to reside here; or
    1. Intent to reside does not mean an intent to stay permanently or indefinitely in the state; nor does it require an intent to reside at a fixed address.
  - (2) Having entered Guilford County with a job commitment; or
  - (3) Seeking employment in Guilford County.
- k. Daymark shall comply with any and all audits and records retention required by any Local Management Entity or Private Insurance Health Plans, the State of North Carolina and Federal law, including maintaining all documentation to support the billing diagnosis, the number of units provided and billed, and the standards of the billing code;
- l. Daymark shall maintain all licenses, certifications, accreditations, and registrations required for the Gibson Park facility and staff providing services under this Contract and as required by federal and North Carolina laws and regulations. In the event that Daymark receives notice of

any sanction by any applicable licensing board, certification or registration agency or accreditation entity that may affect its ability to bill the Local Management Entity or Private Insurance Health Plan, Daymark shall forward a copy of the Notice to the County within five (5) business days of the Notice being received by Daymark;

- m. At the time of execution of this Contract, Daymark certifies that neither Daymark, its staff or employees, is excluded from participation in Federal Health Care Program under Section 1128 of the Social Security Act and/or 42 CFR Part 1001. In the event that Daymark receives notification of exclusion of itself or any of its staff or employees by the US Office of Inspector General, Centers for Medicare and Medicaid Services or any other State Medicaid program, Daymark shall notify the County within five (5) business days of notification; and
- n. Daymark shall prioritize Guilford County residents when providing services under this Contract by determining residency pursuant to the terms of this Agreement. Daymark shall give priority to Guilford County residents when assigning a bed at the Gibson Park location for any residential treatment for drug and alcohol abuse disorders. In the event that more than five (5%) percent of the clients receiving services at Gibson Park are not Guilford County residents, Daymark shall notify the County in writing of the percentage of non-Guilford County residents and provide information as to whether there is currently a waitlist for beds. Daymark shall maintain a list of comparable services available which might be available to provide services to non-Guilford County residents.

**3. PAYMENT AND PRICING.** As full compensation for the DAYMARK's delivery of the services, the COUNTY agrees to pay the amounts for the services as set out herein and referenced in Attachment A. Invoices will be submitted monthly to the County by the 20<sup>th</sup> of the every month. The invoice amount submitted should be amount owed after any approved Medicaid, State or Insurance payments for services, if applicable. Each invoice shall include the following information:

- (a) Month of service;
- (b) Total # of Clients Served that Month;
- (c) Cost Allocation by Category: Personnel/Medication/Other  
Operating/Administrative Costs or Overhead;
- (d) Revenues by Type
- (e) Net Cost of Service

Payment will be made monthly by the COUNTY to DAYMARK within thirty (30) days of receipt of a correct invoice and proper documentation that the services have been delivered or provided in accordance with this Contract.

**4. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$533,925.00. Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.

**5. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

**6. TERM.** Unless terminated as provided herein, this Contract shall be in effect for one (1) year from July 1, 2024 and shall terminate on June 30, 2025.

**7. AMENDMENT.** The terms of this Contract may be modified or revised with a written Amendment executed by both parties.

**8. TERMINATION.**

(a) ***TERMINATION WITHOUT CAUSE.*** County may terminate this Contract without cause or penalty upon serving thirty (30) days written notice to Daymark. Subject to this Contract's provisions regarding breach, all services provided and accepted as of the date of termination will be paid; similar amounts paid in advance for which services have not been provided and accepted by the County will be promptly refunded to the County by Daymark within thirty (30) days of the date of termination of this Contract. Daymark may terminate this Contract without cause or penalty upon serving six (6) months written notice to County.

(b) ***TERMINATION FOR CAUSE.*** If, through any cause, Daymark or the County shall fail to fulfill its services or obligations under this Contract in an appropriate and workmanlike manner, the non-breaching party shall have the right to terminate this Contract by giving written notice to breaching party and specifying the effective date thereof. In that event, Daymark shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials/services, minus any payment or compensation previously made. Notwithstanding the foregoing provision, Daymark shall not be relieved of any liability to the County for damages sustained by the County by virtue of Daymark's breach of this Agreement, and the County may withhold any payment due to Daymark for purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In the event of default by Daymark, without limiting other remedies for breach available to it, the County may procure contracts with other providers for the services and hold Daymark responsible for any excess cost occasioned thereby. The filing of bankruptcy by Daymark shall be considered an act of Default.

**8. BREACH.** If, through any cause, Daymark or the County ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where County is the non-breaching party County may: withhold any payment due Daymark for the purpose of setoff until such time as the exact amount of damages due County from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to Daymark) and/or procure the contracted for services or goods from other sources and hold Daymark responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by Daymark shall constitute an act of breach under this Contract.

**9. DATA BREACH NOTIFICATION AND ASSOCIATED COSTS.** Where a breach or unauthorized release, as defined in N.C. Gen. Stat. §75-65 or in any other state or federal regulation, is attributed to Daymark, Daymark shall be responsible for any and all federal and State required Notices. At no time is the County responsible for providing any Notices to any clients/patients of Daymark.

## **10. EQUAL EMPLOYMENT OPPORTUNITIES – AFFIRMATIVE ACTION.**

GUILFORD COUNTY and Daymark shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.

**11. FEDERAL FUNDING – UNIFORM GUIDANCE.** The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, "DAYMARKs and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS' regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

**12. NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Guilford County Manager Michael Halford  
GUILFORD COUNTY  
P.O. Box 3427 (zip code 27402)  
301 West Market Street  
Greensboro, NC 27401

Daymark Recovery Services, Inc.  
Attn: Alan Waller, CFO  
Mailing Address: 2129 Statesville Boulevard  
City, State, Zip: Salisbury, NC 28147

**13. INDEPENDENT DAYMARK/INDEMNIFICATION.** Daymark shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the County and either Daymark or any employee or agent of Daymark. Daymark is an independent contractor and not an employee, agent, joint venture or partner of the County. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law. The County shall not be liable or responsible for indemnifying or holding harmless Daymark or any of Daymark's, officers, employees, contractors or agents.

**14. ASSUMPTION.** If Daymark should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, Daymark must immediately notify the County in writing of these changes and provide the County with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, Daymark will submit the name and address of the assuming Daymark's registered agent for service of process and/or all notices required under this Contract.

**15. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**16. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes Daymark from performing services for a period of ten (10) consecutive business days, the County shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to Daymark.

**17. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

**18. LIABILITY INSURANCE REQUIREMENTS.**

**WORKERS COMPENSATION:** Daymark agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

**COMMERCIAL PROFESSIONAL LIABILITY:** Daymark does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall



include premises and/or operations, independent Daymark, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**BUSINESS AUTO LIABILITY:** Daymark does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

**COMMERCIAL GENERAL LIABILITY:** Daymark does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement. If Daymark maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**CYBER INSURANCE:** The Daymark shall maintain cyber liability in the minimum amount of \$1,000,000.00 per occurrence, including third-party coverage for incidents or associated impacts caused directly or indirectly by Daymark.

**WAIVER OF SUBROGATION.** Daymark hereby grants to Guilford County any right to subrogation which any insurer of Daymark might acquire against Guilford County by virtue of the payment of any loss under such insurance. Daymark agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Guilford County has received a waiver of subrogation endorsement from the insurer.

#### **19. UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS FOR INSURANCE.**

All insurance shall be written by companies with an AM Best rating "A" or higher. Guilford County shall be named as an additional insured on Daymark insurance policies, which shall be primary and not contributory to any other insurance that may be available to the County. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by Daymark and Guilford County.

**20. MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION.** Daymark original insurance policies or certified copies of policies may be required by County at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the County at the above address thirty (30) days prior to any expiration date.

Daymark will provide Certificates of Insurance for meeting the required insurance provisions upon execution of this Contract. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." Daymark will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. 90006571

With Name: DAYMARK RECOVERY SERVICES, INC.

In the event Daymark fails to maintain and keep in force for the duration of this Contract the insurance required herein, the County may cancel and terminate this Contract without notice.

**21. JURISDICTION/FORUM.** The Parties agree that this Contract is subject to the laws and jurisdiction of the State of North Carolina. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. Any claims or lawsuits in regard to this Contract, shall be filed in Guilford County District or Superior Court.

**22. SEVERABILITY.** If any one or more provisions of this Agreement are declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Contract and such invalid or enforceable provision(s) shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.

**23. NO THIRD- PARTY CONTRACT RIGHTS CONFERRED.** Nothing in this Contract shall be construed as creating or justifying any liability, claim or cause of action, however alleged or arising, by any third party against, against County or Daymark.

**24. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

(The remainder of this page is intentionally left blank.  
This Contract continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

**GUILFORD COUNTY ON BEHALF OF  
THE GUILFORD COUNTY DEPARTMENT  
OF HEALTH AND HUMAN SERVICES -  
DIVISION OF PUBLIC HEALTH**

**DAYMARK RECOVERY SERVICES, INC.**

\_\_\_\_\_  
Victor Isler  
Assistant Guilford County Manager  
Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robin B. Keller  
Guilford County Clerk to Board  
Date:\_\_\_\_\_

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Date:\_\_\_\_\_

**MAXIMUM EXPOSURE:**

This instrument has been preaudited in the manner required  
by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Donald P. Warn  
Guilford County Chief Financial Officer  
Date:\_\_\_\_\_

\_\_\_\_\_  
Anita Ramachandran  
Guilford County Department Interim Director / Designee  
Date:\_\_\_\_\_

ATTACHMENT A – BUDGET

**Medication Assisted Treatment - MAT in Residential Treatment Program**

<b>Description</b>	<b>Current Annual Amount</b>
Prescriber (MD, 0.6 FTE)	\$195,000
Nurse (RN, 1.0 FTE)	\$63,000
Employee Benefits	\$64,500
Pharmacy Services (medication & consultation)	\$150,000
Administrative	\$61,425
<b>Net Cost</b>	<b>\$533,925</b>