

**AGREEMENT FOR YOUTH SUBSTANCE ABUSE
AND MENTAL HEALTH TREATMENT SERVICES**

THIS AGREEMENT made this 1st day of November, 2025, by and between the TOWN of Uxbridge, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 21 South Main Street, Uxbridge, MA 01569, hereinafter referred to as the "TOWN", and CHOICES, a corporation having a usual place of business at 108 Grove Street Suite 205, Worcester, MA 01605 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CONTRACTOR hereby agrees that it will provide to the Blackstone Valley Opioid Taskforce member communities, youth substance abuse, and mental health treatment services. The CONTRACTOR'S services shall be provided by its clinician(s).

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and the contractor scope of work (Attachment A) emailed to both parties on the 14th day of October 2025. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. In the event of a conflict between the Contract Documents, the terms of this Agreement shall control.
2. **THE WORK.** The Work consists of providing the Blackstone Valley Opioid Taskforce with youth substance abuse and mental health treatment services as more fully described in Attachment A.
3. **TERM OF CONTRACT.** This Agreement shall be in effect from November 1st, 2025, and shall expire on November 1st, 2027. The Agreement may be extended by written extension, subject to appropriation, until November 1st, 2028.
4. **COMPENSATION.**
 - a. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum not to exceed \$175,000.
 - b. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
 - c. Neither the TOWN's review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.

- d. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by M.G.L. c. 30B § 12(c)(3).
- 5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
- 6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
- 7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the TOWN for any purpose.
- 8. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from this Agreement. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement, as well as any data breach notifications and data security incidents pursuant to state and federal law, including HIPAA and its implementing regulations, or G.L. c. 93H, to include, but not be limited to all notification costs, credit monitoring, legal expenses, fines and penalties, legal expenses, forensic investigations, information technology costs and data restoration expenses. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law. The provisions of this paragraph shall survive the termination or expiration of this Agreement.
- 9. INSURANCE. The CONTRACTOR shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees, or agents in the performance of, or as a result of, the work under this Agreement, or any data breaches pursuant to HIPAA or G.L. c. 93H. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, data and security breaches, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated and they shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability
Property Damage Liability

\$1,000,000 per occurrence
\$ 500,000 per occurrence

(or combined single limit)	\$3,000,000 per occurrence
<u>Automobile Liability</u>	
Bodily Damage Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$3,000,000 per occurrence
<u>Workers' Compensation Insurance</u>	
Coverage of all employees in accordance with Massachusetts General Laws	
<u>Data Privacy Insurance</u>	\$1,000,000.00 per occurrence
a.	All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10.	<u>ASSIGNMENT.</u> The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11.	<u>TERMINATION.</u>
a.	<u>Termination for Cause.</u> If at any time during the term of this Agreement, the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, or complying with applicable state and federal data security and privacy requirements, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense, or claim arising out of or resulting from such breach, regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in

said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

- b. **Termination for Convenience.** The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR with written notice specifying therein the termination date, which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.
12. **INSPECTION AND REPORTS.** The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. **CONFIDENTIALITY.** CONTRACTOR hereby agrees to comply with all state and federal information and data privacy requirements, including, but not limited to, the CORI statute, G.L. c. 6, s. 167, et seq., and DCJIS' regulations, policies and confidentiality requirements, HIPAA and its implementing regulations, as amended from time to time and any applicable state laws and regulations governing the use, disclosure, security, confidentiality, and destruction of any and all records which contain individuals' protected health information or other confidential personal information, including but not limited to, information protected pursuant to G.L. c. 93H. The parties hereby further agree to execute a Business Associate Agreement to the extent required by law. Only after all requisite approvals have been obtained by DCJIS for vendor authorization to access and/or share DJCIS information, police data can be shared with co-response clinicians to the extent authorized and required, following the completion of a background investigation and DCJIS authorization with respect to the use and disclosure of CJIS data. CONTRACTOR clinicians may not share CJIS information except as authorized by DCJIS' use, disclosure, and security requirements.
14. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.

15. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, including, but not limited to, the Health Insurance and Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, as amended from time to time and any applicable state laws and regulations governing the use, disclosure, security, confidentiality and destruction of any and all records which contain individuals’ protected health information or confidential personal information protected by G.L. c. 93H, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The TOWN reserves the right to investigate at any time through the CORI process criminal history information regarding any officer or employee of the CONTRACTOR who will work under the Contract. CONTRACTOR hereby agrees to comply with HIPAA and its implementing regulations, as amended from time to time, and any applicable state laws and regulations governing the use, disclosure, security, confidentiality, and destruction of any and all records which contain individuals’ protected health information or other confidential personal information, including information protected pursuant to G.L. c. 93H. The parties hereby further agree to execute a Business Associate Agreement to the extent necessary.

The Parties shall intend for this Agreement to, comply with all applicable federal and state laws pertaining to the provision of health care services, including but not limited to the federal Physician Self-Referral Law (commonly known as the Stark Law), any state self-referral law, the federal Anti-Kickback Statute, any state kick-back statute, and any implementing regulations for such laws, as all may be amended from time to time.

16. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

17. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. **INDEPENDENT CONTRACTOR.** The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the TOWN for any

purpose.

20. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
21. WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by TOWN and CONTRACTOR on their behalf.

This Agreement will be effective on the date indicated above.

AGREED:

CONTRACTOR: Choices Inc.
By John Date: 10/14/12
William Beers
(Name)
President
(Title)
105 Grove Street
(Address)
Worcester MA 01605
(City and State)
wbeers@4choices.org
(email address)

TOWN OF UXBRIDGE: _____

By Steve Slette Date: 10/14/12
STEVE A. SLETTE
(Name)
Town Manager
(Title)
215 Main St.
(Address)
Uxbridge MA 01569
(City and State)
sllette@uxbridge-ma.gov
(email address)

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

William Beers, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation
is available in the amount of this
Contract.

Eloise [Signature]
Town Accountant

TOWN OF UXBRIDGE, MA

By its Town Manager:

Steven A. Sette

Jeff A. Sette

CONTRACTOR:

William Beers
(Signature)

William Beers President.
(Name and Title)

Attachment A

Choices respectfully proposes an expansion of their current programming into the following communities, utilizing funding through the Opioid Abatement Funds and RYZE Municipal Mosaic Matching Funds Grant:

- Uxbridge
- Millville
- Blackstone
- Douglas
- Northbridge
- Sutton

These municipalities form an OAC (Opioid Abatement Collaborative) collectively known as the Blackstone Valley Opioid Taskforce.

To extend Choices reach into these towns in Southern Worcester County, Choices will place a full-time licensed clinician, a full-time case manager, two full time peer mentors with lived experience and a van driver to transport youth from collaborating towns to the Choices Center in Worcester; to medical/MAT (Medication Assisted Treatment) appointments with our partners at Tri-River Health Center; to higher levels of care as needed, and to area agencies that provide key factors of stabilization such as housing, food, clothing, employment and educational support as indicated by initial family interviews and youth assessments.

Initial assessments and screening tools will involve structured and/ or motivational interviewing for the following - depression screen (PHQ 9 -modified for teens), anxiety screen (GAD 7), tobacco screen, marijuana screen, substance use and misuse screen, Adverse Childhood Experiences (ACES) , Screening, Brief Intervention, Referral to Treatment (SBIRT), and Car, Relax, Alone, Forget, Friends, Trouble (CRAFFT) In addition, every youth will complete the DAP (Developmental Assets Profile) to assess the number of internal and external assets that each youth possesses as a predictor of resiliency, strong decision making and risk aversion. The results of these assessments will guide therapeutic interventions at our Center and provide valuable data for our dedicated case manager to create a treatment plan that targets individual needs within a complex family system. Our staff will provide in-home support as indicated by these clinical assessments and make recommendations for further treatment, including 1:1 and family therapy. Our peer mentor will provide healthy, sober activities, including fishing, hiking, arts, youth recovery focused programming, and critical lived experience.

Our presence in the Uxbridge area will afford the opportunity for outreach to schools, recreation centers, pediatricians and agencies that serve youth. Once identified, youth will be invited to join our Alternative Peer Group, barrier free, transportation provided. Choices was recently awarded funding through The Health Foundation of Central Massachusetts to

purchase a 15-seat van for this purpose.

Here is a brief overview of Choices Programming:

Choices opened its doors in January 2023 as a full-service organization for adolescents struggling with substance use disorders and/or co-occurring disorders. Choices was founded by Billy Beers, an individual in long term recovery and a passionate advocate for youth, who now serves as Chief Executive Officer. As a non-profit organization, Choices is committed to zero barriers for access and will serve all referred eligible adolescents regardless of insurance status. Choices partners with Central Massachusetts Clinical Associates for all licensed clinical services. We are located at 108 Grove Street in Worcester, Massachusetts. Choices presently offers 4 distinct yet integrated programs. Each of our programs is described below.

Choices PASS Program (Positive Alternatives to School Suspension)

The PASS program is an effective early-intervention model and acts as a lever for referral to services that address the mounting adolescent substance use and mental health crisis. As of November 8, 2022, Massachusetts schools are required to take additional steps to re-engage students before using suspension and expulsion as disciplinary measures. Choices is a therapeutic answer to this requirement. Students in grades 8-12 are served through PASS. Any area district may refer suspended students to PASS. Key components of the PASS Program include:

- 1) Intervention: Students facing suspension will be offered the option to attend an out-of-school therapeutic program in a supportive, dignified space where they will receive the social and emotional support they need and access their schoolwork through remote platforms directly from their home school.
- 2) Assessment & Individual Counseling: Students will be assessed for mental health and substance use disorders by a licensed clinician on their first day of attendance. Students will also receive substance use and mental health education, counseling for healthy coping skills, decision making, navigating difficult situations, and specific substance use disorder treatment if needed.
- 3) Referral to Services: Students who need mental health or substance use support will be referred to CMCA for clinical interventions, including 1:1 counseling, In Home Behavioral Therapy, Therapeutic Mentoring and family counseling.
- 4) Meaningful programming in a safe, supportive space: Students will receive support to complete daily schoolwork, as well as academic planning.
- 5) Re-entry Plan: Each student returns with a re-entry plan including a summary of engagement with the PASS program, the reasons for suspension and ways to avoid future suspensions, identification of in and out of school supports, ways the school can help the student moving forward, and any concerns the PASS staff has about re-entry. The re-entry plan is shared with the school and families. Every effort will be made to engage the student in our APG prior to returning to school.

Choices APG (Alternative Peer Group)

An APG is a recovery support service for adolescents experiencing SUD and co-occurring disorders. Positive recovering peers support recovery by reinforcing recovery and prosocial

behaviors. One of the first lessons peer role models teach new adolescents is how to have fun in recovery. As the adolescent develops friendships and becomes more invested in the community, the social pressure to maintain prosocial behavior grows. Many adolescents report their desire to be honest about relapses and behavioral regressions. Many APG counseling staff members are persons in long-term recovery. Thus, they provide examples of successful young adult lives born from a tumultuous adolescence.

Fun is an important element in our APG program and helps teens build lasting, healthy friendships. Members can define their activities, and they may include hiking, fishing, weekend excursions, concerts, gym time, fitness/yoga, classes/education, art/music, dinners with peers, community service and skill building exercises including restorative practices for accountability and making amends.

Key components of an APG:

- Group counseling
- Parent and family support
- Homework support
- College and employment support
- Individual therapy with licensed clinician
- Peer Mentor support
- Pro-social activities
- Skill building psycho-educational groups (Life Skills, Financial Literacy, Decision Making, Career Exploration, Restorative Practices, Mindfulness)

Choices APG meets after school from 2:00-7:00 pm, Monday through Friday.

EDW (Early Diversion Worcester) is a holistic, comprehensive system of care that diverts, intervenes, and disrupts the school to prison pipeline in collaboration with community partners to open a future of wellness, health, resilience, and productivity for a generation of young people. EDW is a pre-arrest program funded through SAMHSA. Our work is based on the application of evidence-based practices (EBPs) and instituting policies that are recovery-oriented, trauma-informed, and equity-based as a means of improving behavioral health. Participation scope varies based on the individual needs of the youth and their families where most remain in EDW for 3-6 months.

EDW provides a safe, supportive and judgment free environment, where honesty and trust are built slowly and intentionally through the process of taking accountability and making amends. Upon intake, youth are assessed and interviewed to build a person-centered plan of care. We provide an extensive array of services including case management, integrated mental health and co-occurring SUD treatment, medication management and primary care. Choices maintains a high-quality list of vetted resources as a referral network for those youth that require more acute care or other safety net needs.